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ABSTRACT

This report is a compilation of the major substance of collectively bargained contracts in higher education. This document is intended for two audiences--those persons who are engaged in the collective bargaining process and want information on the "state of the contracts," and second, those persons who are interested in the study of collective bargaining and who desire to find the range and depth of contract content for academic purposes. (Author/MJM)

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COLLECTIVE BARGAINING IN HIGHER EDUCATION: CONTRACT CONTENT

1973

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COLLECTIVE BARGAINING IN HIGHER EDUCATION:

CONTRACT CONTENT--1973

Harold I. Goodwin
Professor of Education
Chairman, Department of Education Administration

John O. Andes
Associate Professor of Education Administration

WEST VIRGINIA UNIVERSITY
MORGANTOWN, WEST VIRGINIA

1974

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COMMENTS

This report is our third annual compilation of the major substance of collectively bargained contracts in higher education. Each year we conduct an extensive collection of the contracts, in which we receive substantial help from the AAUP, AFT, and the NEA. We also have our own sources by which to locate contracts written by independent bargaining units. We had acquired 98.4% of all known completed contracts by the time we finished the compilation.

This document is intended for two audiences--those persons who are engaged in the collective bargaining process and want information on "the state of the contracts", and second, those persons who are interested in the study of collective bargaining and who desire to find the range and depth of contract content for academic purposes. Accordingly, we have focused on "what is" and not on our interpretations of the content.

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COLLECTIVE BARGAINING IN HIGHER EDUCATION:

CONTRACT CONTENT--1973

ACADEMIC FREEDOM

Many bargaining units incorporate by quotation or by reference the AAUP statement on academic freedom, or their contract article strongly paraphrases that statement. The AAUP statement:

> "The teacher is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
>
> "The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations on academic freedom because of religion or other aims of the institutions should be clearly stated in writing at the time of the appointment.
>
> "The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should be at all times accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman."

Additional inclusions:

The exercise of legal and constitutional freedom shall not jeopardize a faculty member's employment. Nor shall academic freedom be construed to limit remedies available to the employer under law.

Freedom to: examine data; teach one's area(s) of competence; question assumptions; be guided by evidence; be a scholar; report the truth as he sees it; teach in an atmosphere of free intellectual inquiry.

Freedom from: unwarranted harassment; political intervention; institutional constraints when speaking or writing as a citizen; any and all forms of electronic listening and/or recording devices except with his consent.

Obligation to: distinguish between personal convictions and proven conclusions; present relevant data fairly; defend the freedom of peers and students; refrain from introducing material foreign to his subject, controversial or not; make clear when he is speaking or writing extramurally; be accurate; show respect for the opinions of others; refrain from using his freedom to conduct research for monetary gain without prior Presidential consent; maintain his academic competence.

Administration obligation: protect the faculty from inappropriate pressure and harrassment; clarify in advance of employment, and in writing, any and all prior constraints on academic freedom, such as prior consent to engage in research for pecuniary return, or religious conditions, protect and encourage the search for truth.

ACADEMIC REGALIA

If required to attend commencement exercises, academic regalia costs are carried by the institution.

ACCIDENTAL DEALTH INSURANCE

Policy usually valued at $10,000; reduced by 50% at retirement; terminated at age 75.

ADMINISTRATOR REMOVAL

Department chairmen may be removed from office by the President if in his judgment the chairman is not performing his duties satisfactorily.

The faculty may be a 2/3 vote of eligible members, remove the chairman from his position.

A Department meeting shall be held after filing with the Dean, a petition signed by at least one-third (1/3) of the members of a Department setting forth a statement of the desire to recall the Chairman of that Department provided that such petition may be filed only within the academic year.

Upon receipt of such petition, the Dean shall promptly give fourteen (14) days written notice to all members of the Department, and to the President of the bargaining unit, setting forth the time, date, place and purpose of such meeting.

The President of the bargaining unit shall forthwith appoint an impartial mencer or members to conduct the recall meeting and the vote within the Department.

A vote of two-thirds (2/3) of all the members of the Department shall be required to recommend to the President that he declare a vacancy to exist in the Department Chairmanship. Upon receipt of such recommendation from the President of the bargaining unit together with a written record of the minutes of such meeting and a record of the votes cast, the President shall call for a new election under the procedures described in this Article.

ADMINISTRATOR SALARIES

President's salary excluded. Specific dollar amount ($500 - $1000) added to salary for the performance of administrative duties. A specific salary may be set for each class of administrative position. There may be a salary schedule listing salaries by position and years of service, much like teacher salary schedules shown under SALARY. A minimum and maximum salary, by class of position, may be indicated.

ADMINISTRATOR SELECTION

President

Formation of selection committee mandatory. Committee to include broad spectrum of colleges/departments, of faculty ranks, and students (in some contracts only). Committee has authority to engage in all necessary search activities, including conducting interviews of applicants. Committee submits list may or may not have to be in priority order, to Board of Trustees, who may select from that list or request the committee to submit another list. Bargaining unit must be represented on the selection committee.

Dean

Search committee of faculty (often tenured, sometimes representative) members of the germane school or college (usually elected, some may be appointed by President). Committee forward to President a list of recommended candidates (three is usual). If President accepts the list, he forwards (one or all) the names to the Board of Trustees. If the Board rejects the list, it must do so in writing, stating their reasons. The committee, President and Board repeat the process until a Dean is appointed.

The screening committee must include tenured faculty selected by the bargaining unit. If may contain students appointed by the Student Senate.

The President may appoint an Acting Dean, if appropriate, until the selection process is complete.

Chairman

"The Chairmanship of Departments shall be filled in the manner described in numbers A thru F below:

A. An election shall be held in each Department at the call of the Academic Dean on or before May 15, ____ for the purpose of nominating three (3) or more persons who would be acceptable to the members of the Department as Chairman. Each such election shall be held under the auspices of the bargaining unit.

B. Any faculty member within the Department shall be eligible for election as Department Chairman.

C. All faculty members within the Department shall be eligible to vote in the election for Department Chairman.

D. After each election, the President of the bargaining unit shall submit a list of three (3) nominees to the President of the College.

E. Within seven (7) working days of the receipt of such list of nominees, the President of the College shall either (a) appoint a Department Chairman from the list of nominees or (b) notify the President of the bargaining unit that he declines to appoint any of the nominees on the list. If the President declines the list of nominees, a second election shall be held forthwith in accordance with the provisions of this Article within seven (7) working days of the receipt of the second list of three (3) nominees, the President shall appoint a Department Chairman from said list.

F. The President of the College may appoint an acting Chairman when the Chairman shall be on leave, incapacitated, or otherwise unable to fulfill his duties, or upon the declaration of a vacancy, recall, or resignation.

Additional inclusions:

A Dean of Faculty may be delegated the authority to appoint department chairmen, in consultation with the college Dean.

President may appoint an advisory committee of faculty from the area most immediately concerned with the position to be filled. The faculty elect two members. One or more students may be appointed.

Department chairmen may be elected annually in the spring semester by a majority of the department.

Department chairman may be selected by the President. The appointment is for 3-5 years.

ADMINISTRATOR TENURE

Administrators with continuing faculty appointments are not granted administrator tenure.

APPOINTMENT

The legal authority to appoint a person to an academic position rests with the Board of Trustees, who act on Presidential recommendations.

The Board of Trustees delegate to the President the authority to appoint faculty members, but reserve the authority to review appointments of Chairman, Dean or higher.

Some contracts (not many) that designate the point(s) of origin for appointment recommendations, and the committee(s) through which the recommendations must pass. One such committee is the qualifications review committee. The exact routing process for the consideration of recommendations may be designated.

There is some, but not much, variation on initial appointments. Some contracts indicate that all initial appointments to assistant, associate and full professor ranks carry full academic rank. The initial appointment period is from one to three years, with some contracts indicating that the appointment shall be probationary and others that it may be probationary. Although some initial appointments are with tenure, most frequently they are not.

It is generally required that appointments indicate the following: effective date, salary, rank, department affiliation, special employment conditions.

Temporary appointments are designated for a specific job or task and may be terminated at the time. Usually a requirement is stated that the administration fully state in writing the employment terms.

Term appointments are for a specific time period, generally a semester or an academic year. Appointments automatically expire on the designated termination date, unless re-negotiated. The need be no formal notifications.

Continuing appointments are generally tenured appointments for indefinite terms.

Appointments to administrative positions are "determined in accordance with the functions to be filled".

There is a general tendency for teaching competence to be assumed and no evidence required, particularly in universities. At the community college level some substantiation of teaching competence is more likely to be required, but not yet generally.

All appointments involve a written contract, a copy of which is retained by the faculty member.

An appointment as a full-time faculty position is an obligation to full-time institutional service unless exempted by the President.

Appointment to the rank of instructor shall be subject to annual renewal, at the option of the Board.

With increasing frequency contracts spell out criteria for each rank. Contracts differentiate between ranks on the following criteria: minimum number of graduate credit hours; degrees; number of years of teaching experience or that type of experience as a surrogate to higher education teaching; evidence of scholarship (not a frequent requirement at lower rank); credits must be from accrediated institutions; steady progress toward a terminal or required degree.

Many contracts stipulate that the President may appoint to any rank individuals of outstanding achievement, regardless of rank requirements. In such cases, faculty consent is not usually required.

ARBITRATION

Grievances not satisfactorily resolved through administrative channels may be submitted to arbitration. Neither party to the grievance may submit to the arbitrator any information not set forth in the previous grievance procedures.

Fees and expenses of the arbitrator shall be borne equally by both parties.

Upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/or corrected upon any of the following grounds: arbitrator exceeded his authority; decision or award not supported by substantial evidence; decision or award based on an error of law.

The arbitrator shall be a member of the American Arbitration Association.

BARGAINING UNIT COMPOSITION

All full-time voting faculty so certified in the recognition election.

List of campuses to which the Agreement applies.

Exclusions: Dean of Instruction; Dean of Administration; Dean of Students; Assistant Dean of _____; Directors; Department Chairman; Adjunct Faculty; Part-time Faculty; Business Manager; Superintendent of Buildings and Grounds; President; Academic Dean; Administrative Assistants; all non-professional employees; all supervisory employees; all persons not holding faculty rank; counselors; librarians.

Although department chairmen are included in some contracts, the intent of exclusions is to factor out of the faculty bargaining unit all persons who do not hold the regular ranks of instructor, assistant professor, associate professor or professor on a full-time basis.

There is a precedent that all administrators except the President are in the faculty bargaining unit.

BEREAVEMENT LEAVE

Maximum number of allowable days varies from three to the use of Presidential discretion.

Notification made to a designated administrator, usually the appropriate Dean. Disputes are arbitrated by the President.

Bereavement days are non-cumulative.

There is no loss of salary for any regular academic work days missed.

Bereavement leave is possible for the death of: mother, father, brother, sister, spouse, child, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, relative living in immediate household. In some cases a one day leave may be granted for the death of an aunt or an uncle.

BOARD RIGHTS AND RESPONSIBILITIES

To manage and direct in behalf of the public and itself the activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities are in conformity with the contract.

The Board representative has all necessary authority to make proposals, consider proposals and make counter proposals.

The Board has final authority over curriculum, instruction and research, but it must not be used adversely except for just cause. The faculty must be notified of the cause in writing.

The Board is entitled to a copy of any communication the bargaining unit distributes generally to the faculty.

BOOKSTORE DISCOUNT

All bargaining unit members are entitled to a ten percent discount on all bookstore purchases.

CALENDAR

The calendar is determined by the Academic Dean in consultation with the bargaining unit president. In cases of non-concurrence, the Academic Dean will communicate his reasons, in writing, for implementing the calendar to the bargaining unit president.

The more general statements indicate only that the calendar will be determined jointly by the bargaining unit and the administration.

CERTIFICATION

Where certification is required, it is the responsibility of the faculty member to obtain and maintain validity.

CLASS SIZE

There will be a designation of the person(s) responsible for determining class size: Dean, Chairman, faculty member.

Frequently a maximum number of students per class is given with from 30 to 35 for the usual lecture. Special classes may be designed or listed as illustrative, such as English Composition (20 to 25 students); large lecture sections (100 students). The major special classes are English Composition, Speech and large lecture sections. Laboratory sections may be limited, usually by stating that the number of students may not exceed the number of stations.

Exemptions from class size restrictions may be determined on individual cases by the Dean or the Chairman. Written faculty consent is required to exceed the official class size. In some contracts if the instructor and the administrator cannot agree, grievance procedures may be initiated.

There often will be a designated time in the semester when the class load count will be taken to determine class size.

Unauthorized students are not permitted to attend a class longer than the first week.

Special consideration is given to the following problems: introducing new courses; sustaining advanced courses; to commitments to students enrolled in sequential program; to experimental programs; for changes in physical facilities.

A number of contracts require laboratory assistants in laboratory courses.

If a class exceeds the maximum class size, the faculty member may be paid extra, most often a fixed fee per student credit hour or a fixed fee per student ($10.00).

The most broadly written statement: "The College will attempt to avoid excessive class sizes."

CLERICAL ASSISTANCE

A specific clerk/secretary to faculty members ratio may be indicated: one to from five to ten.

The general duties of the clerk/secretary may be spelled out, often with an indication that the duties include but are not limited to _____.

The unit administrator may have the authority to assign priority to faculty secretarial request items.

A designated lead time required to schedule work may be stated.

No personal work may be done by the clerical/secretary personnel for faculty members.

Clerical expenses of the bargaining unit may be paid for by the Board.

Secretarial services may be made available from a centrally located pool.

Secretarial services are to be made available for all faculty members on an equitable basis.

COLLECTIVE BARGAINING AGENT RIGHTS

To appoint one or two official observers to college-wide standing and ad hoc committees.

To meet periodically with the President to discuss items of mutual concern, other than grievances.

To be placed on the Board's agenda: to discuss matters subject to collective bargaining; may speak to any issue under discussion. Some contracts permit the bargaining unit to place items on the agenda.

To an office or desk space in a College building, at no charge to the bargaining unit, for a designated bargaining unit official. Some contracts state that a space request will be judged on its merits by the President. Still other contracts indicate that the institution will provide adequate space to conduct official bargaining unit business. Some attached conditions are: the space request does not interfere with the normal institutional operations; Presidential consent cannot be arbitrarily withheld; advance notice of the date of space occupancy must be given.

To a bulletin board(s) located in a place(s) convenient for faculty viewing, such as: library corridor, classrooms, mail room, lounge.

To the use of office equipment subject to normal institutional procedures. Some contracts call for the institution to furnish or make the equipment available free, some require a charge, especially for material and supplies. Among the equipment indicated are typewriter, spirit duplicator, and mimeograph machine. In other contracts the administration may designate the equipment it will make available.

To a copy of the agenda and the minutes of all Board meetings, with some contracts further specifying that the bargaining unit must receive a copy at the same time they are made available to the Board.

The right to be advised of new or modified long range institutional planning, and to a representative on any long range planning committee.

To a list of all names and addresses of all bargaining unit members.

To a list, if requested, of all administrative personnel, including names, titles, addresses and responsibilities. In return, if requested, the bargaining unit will furnish the same types of information on all its members to the Board.

To elect within the bargaining unit all unit representatives to all Board committees that deal with any parts of the contract.

To scheduling consideration so that no official of the bargaining unit has official institutional obligations after ___ o'clock on ___ day to transact official bargaining unit business. Or it may be stated that official bargaining unit business shall be conducted at reasonable times. Or again, that duly authorized bargaining unit members may transact official business when that activity does not interfere with the instructional or administrative operation of the institution. Except as provided in the contract, no faculty member may engage in bargaining unit activities during the time he is scheduled to perform his official college obligations.

To review any new or revised forms used to carry out the terms of the contract.

To financial reports, audits, salaries of bargaining unit members, and budgets of the institution, record of income and dispersements, quarterly enrollments, and to other public information necessary to negotiate and implement an agreement.

To a reduced teaching load for the bargaining unit head with no loss of pay or full-time status. Some contracts permit a number of contact hours to be distributed by the bargaining unit.

To use the College mail and telephone services for official communication purposes, provided bargaining unit official is duly authorized. External mail and phone expenses are borne by the bargaining unit. The use of reasonable standards of propriety in language is expected.

To representation if a bargaining unit member is called to a disciplinary conference by an administrator.

To attend all official meetings of the Board and to participate in any public hearing on the College budget.

To call, after a designated advanced notice period, a meeting of the bargaining unit during normal operating time. No conflicting faculty meetings may thereupon be scheduled. Meetings are to be scheduled to minimize loss of scheduled class time.

Although the bargaining unit is entitled, on request, to all college public information, the bargaining unit does not have the right to request any information not already available to the Board or to any information in a form not normally provided to the Board or the college administration, nor to information at a time prior to its normal collection and distribution.

The areas of faculty salaries, terms and conditions are outside the jurisdiction of the academic senate.

None of the rights granted to the bargaining unit may be granted to any other organization.

No loss of pay for bargaining unit representative who attend official administration-faculty meetings to discuss the contract and its implementation. Nor shall he receive any extra compensation for same. The number of faculty given released time for such sessions may be limited by the Board.

To have copies of the contract duplicated by the Board, who will distribute them to all faculty employed during the life of the contract.

No interference in the right of the bargaining unit to select its own negotiating representative. The Board maintains the same right.

The bargaining unit has the necessary authority to make proposals, consider proposals and make counterproposals.

Nothing in the contract may be construed to deprive the bargaining unit or the Board of any rights held under the general laws of the state, or federal law or regulation.

The bargaining unit and the administration will consult, on request of either party, to discuss and agree on any changes in the membership of the bargaining unit.

The College may not reschedule classes after the beginning of a semester to conflict with regularly scheduled bargaining unit meeting times without prior approval of the bargaining unit.

The bargaining unit president, or his designee, may visit other campuses to carry out bargaining unit business it if does not interfere with the normal operations of the institution.

COMMITTEE MEMBERSHIP

The following types of committees are generally included in which faculty bargaining units have membership: (1) Campus-wide committees: curriculum, professional standards, facilities, steering, personnel review, fiscal and budget, promotion and tenure, student affairs, institutional advising. (2) Less than college-wide committees: faculty evaluation, curriculum planning, scheduling, faculty selection, course assignments.

It is increasingly common for committee duties, responsibilities and procedures to be spelled out in some detail.

Committee membership, and the means of selection/appointment may be indicated. In general the faculty bargaining unit wants the right to select/appoint its members to the committees. They also want not less than 50% of the committee positions. On college-wide committees the bargaining unit may have to forward to the Academic Dean a list of suggested members for his approval. In cases of non-approval, the Academic Dean must notify the bargaining unit of his reasons.

Prior to the structuring and establishing of any campus or institutional level committees which involve faculty participation, the charge of the committee shall be mutually agreed to by the Board and the bargaining unit.

COMMUNICATIONS

The President is responsible for maintaining a master file of all communications relevant to negotiations, including definitions, points of clarification and understandings.

Only chief negotiators shall transmit documents to the other side, and only at formal negotiation sessions. All members of both sides are to receive the documents.

Only joint releases shall be made during negotiations (to the public).

All proposals must be via chief negotiators and all proposals must be responded to, either with an acceptance, a request to study the material, with a counterproposal, or with a rejection.

Either side may request a meeting to exchange information but at which negotiations do not or are not to occur.

Any agreed upon item is initialed, attached to the minutes and become part of the master file. If editorial or grammatical corrections are needed, they are presented at the next session and initialed.

COMPLAINTS

If a member of the bargaining unit has a complaint lodged against him, he has the right of immediate notification. He also has the right to discuss the complaint with (a designated administrator).

CONFORMITY TO LAW

If any provision of the Agreement, or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions and applications shall continue in full force and effect.

The basic intent of the above statement sometimes receives further elaboration, such as: (1) the partners agree to use their best efforts to control any loss of federal, state or other funds which may be treatened by any term or condition of this Agreement; (2) the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid section; (3) if held invalid by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time period for doing so; (4) the Agreement is subject in all respects to the laws of the State of _____ with respect to the powers, rights, duties and obligations of the Board, bargaining unit and faculty.

CONTINUING CONTRACTS

Unless either party requests the contract to be modified or discontinued, the bargaining unit-Board Agreement remains in effect from year to year.

Contract is automatically renewed from year to year unless either party give notice to the other within 60 days of the contract anniversary date of intent to reopen negotiations.

COUNSELORS

Counselors are employed for and will work an eleven month period.

Counselors will work a forty hour week.

Counselors work for and are directed by the Dean of Students or his designee.

Counselors' work schedules are not tied to the college instructional calendar.

Counselors are paid at 110% of his position on the salary schedule.

The chairman may be appointed on an annual contract basis with an annual performance evaluation. The evaluation may be by representatives of the administration and the bargaining unit. The evaluation is to serve as a self-improvement guide and performance evaluation. If after three negative evaluations, and if 3/4 of the faculty of the department sign, a grievance may be filed against the chairman's continuation in the position.

Department chairmen receive a reduced teaching load, usually teaching 3/5 of the faculty load. Or, they may have a minimum load of 6 contact hours and two preparations unless modified by mutual consent.

Appointments are limited, often, to from two to five years.

Some contracts require that at least one candidate must be from outside the department.

During interim periods the President may appoint an acting chairman.

DISABILITY INSURANCE

The percentage of the professor's salary payable during a period of disability varies from 50% to 100%, with insurance costs to the faculty member varying from nothing to 50%.

The waiting period before disability payments are paid varies from zero days to 6 months. Some contracts may state that payments begin after a specified amount of sick leave has been used. Other contracts state that coverage begins when a disability exceeds full-time sick leave benefits.

Coverage terminates when employment ends, either voluntary or by dismissal, or at the age of 65.

Less than full-time faculty members receive pro-rata benefits except that for less than (3/5, 1/2) time employees receive no benefits.

Short term disability or temporary disability not to exceed (usually 26) weeks. During this period the college may require periodic verification from the employee's physician. Salary during short term disability ranges from (1) 60% but not more than $150 per week to (2) full salary.

Long term disability for total disability is paid in full by the college. No medical examination may be required. One year of waiting unless covered by TIAA total disability in prior place of employment. The benefit may be reduced from 66 2/3% of base salary to 50% at age 65 and terminated at age 75.

After six months a disabled employee may get (60-67%) of basic wage up to age 65.

Dismissal procedures may require a written evaluation of the instructor's performance and a time period in which to make corrections.

A faculty member given notice of dismissal may have the right, on written request, to confront, with or without counsel, the President and/or the Board. However, in some such instances the request must be made within 20 calendar days of the dismissal notice. The President is expected to hold the meeting within 10 calendar days, and the ensuing decision is to be rendered within 5 calendar days by the President. If the faculty member rejects that decision, he may direct, in writing, an appeal to the President or the Board. If the appeal does not change the decision, the judgment if final and no grievance may be filed.

Faculty members dismissed for prolonged inability to perform duties shall receive no further dismissal payment compensation when he becomes eligible for total disability benefits.

Some contracts permit dismissal cases to be subject to grievance procedures. The trend is to so permit, but most contracts still do not.

Time limits may be set on dismissal procedures such as: the number of days for the original notice; the number of days for an appeal, the number of days for a response to an appeal.

Suspension takes place upon notice of dismissal and is final after ___ days unless adjudicated with specific time changes.

Meetings with the President or his designee may be closed or open at the discretion of the faculty member. Other contracts state that the conditions of the meetings are by mutual agreement.

A dismissed faculty member may have a hearing, be represented by counsel, call witnesses, and have a full record of the hearing. The President may accept or reject the Hearing Committee's findings, in writing, and the faculty member may request a review if the decision is against him.

Prior to dismissal of a tenured faculty member the case shall be brought before a review committee, chosen by election plus "X" appointees selected by the President, and having the following obligations: (1) collect and review evidence; (2) allow confrontation and cross-examination; (3) prepare a case summary of the evidence and testimony, and (4) make copies of the summary available to the Board and the faculty member whose case is being reviewed.

DISTRIBUTION OF AGREEMENT

The cost of printing and distribution of the Agreement is almost always the Board's obligations, but on occasion the faculty bargaining unit may pay a share of the costs.

There may be a statement as to the number of copies to be printed and distributed, either an absolute figure or "to every member of the bargaining unit".

Often a time limit by which copies must be distributed ("30 days after the Agreement has been duly ratified.")

Cost of publication of this Agreement will be shared by the two parties in equal amount.

Copies presented to all faculty now employed or hereafter employed by the Board.

Copies of the Agreement shall be incorporated in the Faculty Manual by references.

Copies posted on all bulletin boards.

DUE PROCESS

No full time bargaining unit faculty shall be dismissed without just cause. This applies to the first and subsequent years of employment.

Notice dates are to be given: March 1, April 1, June 30 of the year prior to the terminal year.

Reasons for an action must be stated in writing.

Grievance procedures may be invoked by the faculty member.

The faculty member shall be present at all hearings and has the right to be represented by an attorney or a bargaining unit member.

The faculty member and/or his representative has the right to cross-examine adverse witnesses.

Due process conditions, right of appeal, right to a hearing, record of hearing, right to call witnesses, right of examination, right of cross-examination, right of pre-emptory challenge, right to be represented by counsel.

DUES DEDUCTION

The bargaining unit assumes all responsibilities for dues monies once deducted and remitted to the bargaining unit treasurer.

The bargaining unit agrees to indemnify and hold the College harmless against any and all claims, suits, orders or judgments brought or issued against the College as a result of any action taken or not taken by the College under the provisions of this section.

The Board has the obligation to deduct from each bargaining unit member's pay a monthly portion of the annual dues.

Except in an agency shop, the Board must receive written permission from the employee to deduct dues. Permission must be individual and voluntary.

Permission to discontinue dues deductions must be in writing from the employee.

A list of bargaining unit members must be received by the appropriate university office by ___ each month or dues will not be deducted.

The bargaining unit must provide the university an address to which deducted dues are to be remitted.

Dues check-off may not be extended to any organization other than (name of bargaining unit.)

Some colleges will deduct only dues. Other colleges will deduct special assessments, tax sheltered annuities, savings bonds, credit union plus other by mutual consent.

Some contracts, but not many, permit dues payments by cash or check from the unit member in lieu of the check-off system.

Disputes concerning deductions not settled by a conference between the College and the bargaining unit shall be subject to the grievance procedures of the Agreement.

The bargaining unit must certify to the Board its current membership rate and give 30 days prior notice to the Board of any changes in that rate.

Deductions may be bi-weekly or monthly.

If for any reason a duplicate dues payment is deducted, a refund will be made by the bargaining unit.

Non-bargaining unit members are charged a service fee equal to the dues payment. The fee is sent to the bargaining unit.

Any person failing to pay either the dues or service fee shall be terminated by the employer, but only after the individual is delinquent in his dues or fee. It is the responsibility of the bargaining unit to certify that the dues-fee has not been paid. Any faculty member terminated for failure to pay dues or fee shall not be rehired without bargaining unit consent.

DURATION OF CONTRACT

Fixed-term contracts usually state: this Agreement shall be effective as of the (date) day of (month), 19__, and continue in effect through the (date) day of (month), 19__.

To the above may be added a statement to convey the following intent: at any time subsequent to (date), either party may give written notice to the other of its desire to negotiate a new agreement for the following year(s), and meetings between the two parties for that purpose shall begin no later than "X" days after delivery of such written notification.

Continuing contracts usually state: the provisions of the Agreement shall be in effect as of (date) and will continue and remain in full force from year to year thereafter unless either party notifies the other of its desire to reopen the Agreement.

There usually are four conditions for reopening the contract: (1) if a legislature passes legislation of economic concern that becomes negotiable; (2) may be recommended by an authorized study committee; (3) notification of the other party to the Agreement by (date) of intent to reopen any or all parts of the contract; (4) to renegotiate salary for designated time periods.

EVALUATION

The bargaining unit and the administration each appoint one-half the evaluation committee members. The purpose of evaluation is to help in the decisions affecting each faculty member's career, including merit salary, tenure, promotions, appointments.

Bargaining unit and Board to jointly formulate the evaluative device. Points to be considered: (1) who will be evaluated; (2) the frequency of evaluation; (3) who will make the evaluations; (4) the weights attached to each evaluation area; and (5) student participation in the evaluation process.

Faculty evaluation may be by the students with the following circumstances: (1) results of faculty evaluation by students are made available to the faculty member in a reasonable time, (2) the results are placed in the instructor's personnel file, (3) the evaluation is for the purpose of performance diagnosis and improvement and (4) the department chairman may use the results to help the instructor improve his teaching.

Faculty evaluation procedures and methods will be cooperatively developed by faculty, students and the administration.

The administration may evaluate the faculty with the following circumstances. (1) yearly evaluations, (2) not less than once per semester, (3) include both classroom and laboratory, (4) no bargaining unit member may make the evaluation unless he is the department chairman, (5) there must be at least a one week advance notice, (6) the evaluator must be present at least one hour, (7) the instructor must inform the evaluator of the class objectives, (8) a post-visitation conference may be required, (9) the chairman and the faculty determine the evaluation criteria, and (10) the evaluation is placed in the faculty member's personnel file.

Evaluations of faculty shall be used for the purpose of improving instruction and to aid in determining whether a faculty member shall be promoted or retained. Effective teaching should be the most important element but other factors, such as professional development, additional contributions to the College, to the community, and to professional organizations, should be considered.

Faculty evaluation is a continuous process and determinations as to retention, tenure and promotion will consider the faculty member's performance for his entire length of service at the institution. This would suggest that preference be made to all previous evaluations and to growth exhibited by the faculty member since his employment at the College.

Evaluation of Non-Tenured Faculty: A comprehensive evaluation each semester shall be conducted within each department, coordinated by the Department Chairmen. Such evaluation will be comprised of four elements.

Chairman's Evaluation. The Chairman's comprehensive evaluation shall be presented on Form A Appendix. The Faculty Association Senate, the Department Chairman and the faculty in the department may add to the criteria stated on the form.

The Chairman's evaluation will be submitted prior to December 5 and April 30 for non-tenured faculty.

The Chairman will recommend the faculty member's retention (non-retention), tenure, and promotion and forward the recommendation to the Division Director and the Divisional Evaluation Committee.

Peer Evaluation. A peer is defined as another faculty member (if possible one who has at least two years experience and who has taught the same or similar course before in this institution) chosen by the faculty member being evaluated. The peer evaluation will take place prior to November 15 and March 15 for non-tenured faculty. A copy of the observation/evaluation form (Form B) constitutes an attachment of this Agreement. A copy of the peer evaluation will be forwarded to the Department Chairman.

Student Evaluation. Each faculty member will be evaluated by students each semester in all sections of every course he teaches prior to November 30 and March 31. As soon as possible an evaluation form which has been agreed to by the Student Government and the Faculty Association Senate in consultation with the Academic Dean will be developed. The faculty member shall be responsible for summarizing the results of the student evaluations and forwarding this summary to his Department Chairman. It is the responsibility of the faculty to retain the original student evaluations on file in his office.

Self Evaluation. Each faculty member will prepare a self-evaluation prior to November 15 and March 15. A copy of Form C, the self-evaluation form, constitutes an attachment of this Agreement. The self-evaluation will be forwarded to the Department Chairman.

Faculty Improvement: Each faculty member will receive copies of all evaluations given. The comprehensive evaluation and teaching observations should provide the faculty member with information which he can use to plan for his own improvement. Teaching observations must be on observable instructional acts. Where deficiencies are found, there will be suggestions for improvement on all evaluation forms. Follow-up observations must be arranged for the purpose of noting improvement.

Divisional Evaluation Committee: For non-tenured faculty members, the Department Chairman, peer, student, and self-evaluation will be forwarded to a Divisional Evaluation Committee consisting of one tenured teaching faculty member from each department within the Division, and including the faculty member's Department Chairman or Assistant. Any additional observations made will also be forwarded to the Divisional Evaluation Committee. The Division Director or his designee shall serve as non-voting Chairman of the Divisional Evaluation Committee.

The responsibilities of this Committee shall be: (a) to check for glaring inadequacies and recommend remedies; (b) to prepare a comprehensive summary and recommendation based on the input provided by four elements involved in the process (Chairman, Peer, Student, Self-Evaluation); and (c) to recommend the faculty member for retention (non-retention), tenure, promotion and forward this recommendation to the Division Director.

Two independent recommendations for retention (non-retention), tenure, and promotion, will be forwarded to the Division Director: The Department Chairman's recommendation submitted on the comprehensive evaluation form and the recommendation from the Divisional Evaluation Committee submitted on the Divisional Evaluation Committee comprehensive form.

In regard to retention, if the Division Director or higher-level administrator does not accept the findings of the Department Chairman and/or the Divisional Evaluation Committee, the administrator shall communicate his position to the faculty, the Department Chairman and the Divisional Evaluation Committee.

At his discretion, the Division Director may make independent teaching observations and evaluations and request meetings with any faculty member in his Division.

Evaluation of Tenured Faculty: Each year a comprehensive evaluation of tenured faculty members shall be conducted within each Department, coordinated by the Department Chairman. Evaluation of tenured faculty shall be comprised of the same four elements described above (Chairman's Evaluation, Peer Evaluation, Student Evaluations, Self-Evaluation.) The comprehensive evaluation of tenured faculty members should be completed by February 15 each year.

Peer, Student, and Self-Evaluations of tenured faculty members will be forwarded to the Department Chairman, who is responsible for preparing a comprehensive summary and recommendation. The Divisional Evaluation Committee will not consider the evaluations of a tenured faculty member unless the faculty member has applied for promotion.

Evaluation of Probationary Faculty. Probationary faculty members shall be reviewed by their department twice each year on the basis of criteria established by the campus department. The Statement of Professional Ethics from the Bulletin of the American Association of University Professors, September, 1966, shall be used as a guideline to the development of such criteria. A copy of the criteria used by each department shall be forwarded to the immediate supervisor prior to its use. The criteria shall be made available to the probationary employee by the department within fifteen days after the start of his assignment. The department shall notify the immediate supervisor when the review has been completed.

Should the department recognize areas of deficiency, it shall request evaluation by the immediate supervisor no later than January 1. Such request shall not become a part of the faculty member's personnel file, nor shall it serve as a cause for dismissal, or the basis for rebutting a grievance.

Should he deem it necessary, with one week's prior written notice to the faculty member, the immediate supervisor shall have the exclusive right to make evaluations without such departmental request. Evaluation shall not be used to harass probationary faculty members.

Continuing contract faculty--Continuing contract faculty members may be reviewed by their departments. In regard to retention, if the Division Director of higher-level administrator does not accept the findings of the Department Chairman and/or the Divisional Evaluation Committee, the administrator shall communicate his position to the faculty, the Department Chairman and the Divisional Evaluation Committee.

Professional Achievements--Faculty members may at any time submit evidence of professional achievement or special services to the College or the community for inclusion in their personnel file.

EVENING CLASS

Regular faculty are given first choice for evening classes. (extra pay is involved)

Limit of one course per semester in addition to regular load, with administration approval.

Faculty who wish to teach evening or adult courses must so indicate to the administration.

Assignments are made on the basis of: (1) teach the course during the regular semester, (2) academic and experience qualifications, and (3) a rotation basis.

Regular faculty with less than a full-time load may be assigned to teach evening or adult classes without extra pay.

EXTRA DUTY COMPENSATION

Types of extra duty: newspaper advisor, yearbook advisor, intramurals, overload teaching, overload preparation, extension courses, evening classes for full-time pay instruction, correspondence courses, summer school courses for 9 or 10 month employees, registration, counseling, substituting for absent colleagues, research, curriculum studies, new courses, and each student over a set class number.

The formula for payment can include one or more of the following conditions: annual academic year salary, faculty rank, seniority, flat rate per contact hour, or flat rate per semester hour of credit.

FACULTY CONTRACTS

A date or similar designation by which contracts for returning faculty must be issued (March 1, April 1, upon contract ratification).

Time period by which the contract must be returned to be valid--ranges from 10 to 26 calendar days. The failure to return a signed contract constitutes voluntary termination of services.

Included in the contract may be any combination of the following: duration of the contract, permanent or probationary status, date of initial appointment, major instructional assignment, major extra-curricular duties, a statement of faculty member responsibility to abide by policies of the College, and a statement indicating the Agreement is part of each individual contract.

FACULTY GOVERNANCE

The presently constituted organizations of the University (e.g., the University Senate, faculty councils, departmental personnel and budget committees, etc.) or any other or similar body composed in whole or in part of the faculty, shall continue to function at the University, provided that the action thereof may not directly or indirectly repeal, recind or otherwise modify the terms and conditions of this Agreement.

The Board and bargaining unit agree that the institution can effectively meet the changing needs of today's society by involving students, faculty, administration and members of the community in the planning and governance of the institution. The following policies will apply. A faculty member will serve in a non-voting capacity on the Board of Trustees. He shall be elected by the faculty and will serve for a minimum of one year, receiving in-service credits as noted in Appendix A. The faculty member serving in this ex officio capacity will be eligible to attend all meetings--public and executive--of the Board, except when the Board determines that a private discussion on a sensitive matter is desirable.

The board may authorize the creation of Citizens' Advisory Councils or any number of other advisory groups which it feels will be helpful to the achievement of the basic goals of the colleges and the District. The bargaining unit will be advised of the creation of any such groups. The formal recommendations of such Councils and groups shall be forwarded simultaneously to the bargaining unit, to the appropriate college president and to such other appropriate recipients.

The Board and the bargaining unit agree on the desirability of involving the faculty in formulation of college policies. This shall be accomplished at every practicable level. A guiding principle in this process it that those affected by a policy, including the community, shall have a proportional voice in the development of that policy. A formal part of this procedure will be the establishment of joint faculty-administration committees. The following factors and procedures will apply to such committees.

Six permanent joint committees are established: (a) Personnel and Operational Policies Committee, (b) Fringe Benefits Committee, (c) Fiscal Policies Committee, (d) Student Policies Committee, (e) Instructional Resources Committee, and (f) Curriculum Development Committee.

These joint committees shall consist of eight (8) members--four from the faculty and four from the administration--and shall further include, as a minimum, at least one faculty member and one administrator from each college. The selection process will be conducted by the most appropriate means available to each group.

All committee appointments will be equitable and objective: consideration will be made of load, experience, talents and interests.

Joint committee members will be selected and/or appointed at the beginning of the instructional year (i.e., through the following August). In case of illness or extended absence, the president of the bargaining unit and/or the District president shall appoint a replacement.

A roster of all joint committees will be maintained in the District Office and shall also be made available to the faculty, administrators and other staff personnel.

These committees will be free to organize themselves, to appoint a chairman, to select such other officers as may be appropriate and to adopt and publish their own procedures.

Joint committees will have access to all public information and will be provided with reasonable support services (e.g., secretarial services) as mutually agreed upon.

The bargaining unit president, or his designee, and the District president, or his designee, may attend any of the joint committee meetings in an ex officio capacity.

It will be the responsibility of each joint committee to prepare a written report summarizing its year's activities and findings and making recommendations as they relate to this agreement or to the general operation of the District and/or the colleges. Wherever practical, all members of the committee will sign the report. It will be submitted in August by the joint committee chairman to the Executive Committee, except that in the case of the Curriculum Development Committee the report shall be submitted to the vice-president for Educational Technology and Systems Services. A copy will also be provided to the bargaining unit president.

Nothing in item 9 above is intended to limit the submission of other committee reports and recommendations (e.g., professional leave candidates) throughout the year. The same sequence for submission should be followed.

Within a reasonable period of time, the Executive Committee or the vice president for Educational Technology and Systems Services shall respond in writing to the joint committee concerning each of its recommendations. Copies of the response, which will indicate acceptance of the recommendation or reasons for modification or other disposition, will be provided to all committee members and the bargaining unit president.

Faculty involvement in institutional governance, in both routine areas and special problems, will occur through a faculty council, with one member from each organizational unit. The areas of Council involvement are restricted to (1) class size, (2) teaching load, (3) program improvement, (4) advising load, and (5) institutional excellence. Half the Council is elected by the faculty, half are appointed by the President. All reports of the Council shall be in writing, and a minority report may be appended. The Council may not discuss grievances.

FACULTY HANDBOOK

Generally the faculty has the right to participate in the development and the revising of the faculty handbook.

Specific excerpts from the handbook may be written into the Agreement.

The Agreement may specifically include all or exclude all of the faculty handbook, except those sections that are in conflict with the terms of the Agreement.

The Agreement may call for the distribution of the faculty handbook to all members of the bargaining unit.

FACULTY LOUNGE

The following conditions frequently are found: exclusive use by faculty and their guests; maintained in each instructional building; separate restrooms for men and women; adequately and attractively furnished; comfortable and quiet; cleanly and properly maintained, a campus faculty dining facility; and lockable with keys to the faculty.

FACULTY MEETINGS

Faculty may be held periodically, such as bi-weekly or monthly or called as the need arises. In most contracts attendance is mandatory; in some attendance is voluntary.

Every effort shall be made to hold faculty meetings at hours when classes are not scheduled. On occasion a contract will simply indicate that all faculty meetings are to be held during workday hours.

If the administration calls an emergency meeting of the general faculty, a faculty member may cancel all classes which conflict with the hours of the meeting.

Except in cases of emergency, the agenda for general faculty meetings shall be published in advance. The amount of advance notice varies from 2 to 5 days. Some contracts, but not many, indicate that the agenda shall be prepared jointly by the bargaining unit and the administration.

A quorum is not needed to transact business.

FACULTY WHO BECOME ADMINISTRATORS

The faculty member retains tenure as a faculty member upon the assumption of an administrative position. A few contracts relieve the faculty member of faculty tenure.

A faculty member who becomes an administrator and remains one more than two years looses the status he had as a faculty member: seniority, salary advancements.

Contracts contain provisions concerning the return to faculty status. Any faculty member who assumes administrative duties and subsequently returns to teaching faculty status shall resume all rights and privileges that he would have had if he had continued in the faculty status without interruption.

The contrary contract provision states that when an administrator resumes teaching status he does so at the same status he held earlier, particularly with respect to rank, salary and tangible benefits.

FACULTY OFFICE

Contracts generally indicate that not more than two persons will share an office, if necessary. That space usually has the following furniture: desk(s), chair(s), file cabinet(s), book space and waste basket(s). In addition, there may be a minimum square footage per office (100-120), and the space must be lockable. There are to be adequate heating, cooling and ventilating conditions.

Space is available subject to budgetary considerations.

Space may be allocated on a yearly basis and changed only during the summer. An administrator may be designated, such as a Dean, with the authority to allocate individual office assignments.

In cases of office space scarcity, space may be assigned on a seniority basis.

Faculty members may request in writing changes in office assignments.

Administrators are assigned single offices.

Some contracts specify hours when office areas are open.

FACULTY ORIENTATION

The administration may hold up to eight 2-hour orientation seminars for new faculty at times and places mutually agreed upon by the bargaining unit and the administration.

FACULTY RESPONSIBILITY

To cooperate with the administration in providing quality education. The fundamental areas of curriculum, subject matter, methods of instruction, research and the quality of student life and other areas related to the educational process. However, final authority rests with the Board.

To participate in academic advisement and program planning and to be assigned individual students.

To participate in college-wide social, cultural and professional activities.

To participate in scheduled faculty meetings except where they conflict with class assignments.

To attend commencement, dedications and official college ceremonies.

To maintain student attendance and academic performance records.

To take a loyalty oath.

To assist in registration, with no additional compensation.

To meet all assigned classes regularly.

To accept a reasonable number of committee assignments. Attendance is expected as a part of the Agreement, except during vacations.

To comply with all rules, regulations, now and in the future, required to properly administer the College.

To post, announce and keep regular office hours of no less than "X" per week for full-time faculty and "1/2X" per week for part-time faculty.

To work within their contracted areas of responsibility.

To keep informed about latest developments in his field, teaching technology, and to develop appropriate instructional materials.

To submit a yearly up-dating of all courses, and related material.

To decide on the means and methods of instruction with the approval of the Academic Dean and of the Board.

To file grade reports, book orders and equipment orders.

To resolve all problems peacefully and legally without interrupting institutional programs.

The amount of consulting work a faculty member undertakes should be made known to the Dean.

While research and publications are encouraged, they are not to interfere with the primary obligation to students.

FACULTY RIGHTS

The right to deny the administration the use of any mechanical or electronic monitor or communication device during class meetings.

The right to determine course content and to select course texts and materials.

The right to constitute itself for purposes of collective bargaining.

Only graduate faculty have the right to vote on matters exclusively affecting graduate programs.

Full-time faculty have the right to participate in: (1) the development of curricula and course offerings; (2) teaching assignment designation; (3) preparation of department budgets; (4) academic personnel acquisition process; (5) policy development concerning promotion, termination, merit increases; (6) tenure, grading; (7) examinations; (8) class size and (9) leaves. Such policies are to be consistent with the terms of the agreement and with Board policy.

No discrimination on the basis of age, color, race, creed, religion, national origin, sex, domicile, political status or marital status.

Nothing in the Agreement shall relieve or prevent an individual from performing his professional duties or from exercising his independent judgment as a member of the faculty or of his department.

Nothing contained in the Agreement shall be construed to deny or restrict to any faculty member rights he may have under law. The rights granted to instructors in this Agreement are in addition to those provided elsewhere.

No faculty member shall be discriminated against with respect to any term or condition of employment by reason of his membership in the bargaining unit, or the pursuit of any section of the Agreement.

FEE REMISSION

The general provisions for persons eligible for fee remission are: (1) full-time contractual member; (2) spouses of full-time faculty members; and (3) children of full-time faculty members. The latter may be defined as dependents, dependents under 21, or natural and/or adopted children.

A provision may be specified for not counting anyone whose tuition and/or fees are remitted in determining the minimum number of students necessary for a class to be conducted.

There may be a separate provision for attending an institution other than where the faculty member is employed.

A limitation may be set on the number of courses or credits that can be taken during a term or academic year.

The "student" must meet the entrance requirements for the institution and the course(s).

GRADING PROCEDURES

The issuance of grades is the prerogative and responsibility of the instructor who taught the course.

Once an instructor files a final grade, no one has the authority to change that grade except under the conditions specified in the Agreement.

The department chairman may assign, record, change or complete all necessary grade forms in the absence of the instructor because of (1) death, (2) incapacitation, (3) refusal of the instructor to perform his responsibility, or similar emergency situation.

Appeal procedures for a contested grade: (1) request for change is made to the issuing instructor; (2) department chairman obtains written statements from the faculty member and the student supporting their respective positions; (3) the chairman may sustain the grades or recommend change; (4) if appealed by the student or the instructor, an elected department committee shall make a final judgment.

GRIEVANCE PROCEDURE

Grievance procedures are becoming rather standardized with respect to basic components such as no restraining, time limits, the steps in the process, arbitration and the powers of the arbitrator. Still, grievance procedures may tend to favor either the Board or the bargaining unit. A provision that permits the bargaining unit to file a grievance without the consent of the aggrieved party favors the bargaining unit rather than the Board. So does the filing of a group grievance. Short time intervals also favor the bargaining unit.

Below is a sample grievance procedure representative of most contract grievance statements.

Definition. The term 'grievance' as used herein, shall be interpreted as a claim based upon an event or condition which affects the condition of work or employment of a faculty member or group of faculty members and/or the interpretation, meaning or application of any of the provisions of this Agreement. Grievances may be instituted by any faculty member, group of faculty members, or the Faculty Association.

The faculty member may elect to have a faculty representative of the Association with him at any stage of the grievance procedure or he may choose to process the grievance and have it fully adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

No Restraining. No restraining, coercive, discriminatory or retaliatory action of any type shall be taken against a faculty member by any supervisor because of the faculty member's desire to file, the institution of, or participation in a grievance.

Time Limits. All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the aggrieved party.

Steps in Grieving. Any grievance shall be presented through the following procedure although the aggrieved parties are urged to discuss items informally within their department and/or with their immediate supervisor before filing a formal written grievance.

Step 1. Within thirty (30) days after the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate immediate supervisor.

The statement of grievance shall include: (1) The name of the aggrieved party or parties; (2) A statement of the facts giving rise to the grievance; (3) Identification of all provisions of this Agreement alleged to be violated; (4) The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence; (5) The date of the initial submission of the grievance in writing; and (6) Remedy or correction requested.

The supervisor shall render his decision to the aggrieved party in writing within five (5) days after receipt of the grievance. A copy shall be supplied to the President of the Association.

Step 2. In the event the aggrieved party is not satisfied with the decision at Step 1, he may within six (6) days of receiving the decision, present an appeal in writing to the Campus Provost. With this appeal, he shall present a copy of his original grievance and the reply of the supervisor at Step 1.

The Provost shall render his decision to the aggrieved party, in writing, within five (5) days after receipt of the appeal. A copy shall be forwarded to the President of the Association.

Step 3. In the event the aggrieved party is not satisfied with the decision at Step 2, he may, within six (6) days of receiving the decision, present an appeal in writing to the President of the College. With this appeal he shall present a copy of his original grievance and of the replies received at Steps 1 and 2. The President shall render his decision, to the aggrieved party in writing, within five (5) days after receipt of the appeal. A copy shall be forwarded to the President of the Association.

Step 4. In the event the aggrieved party is not satisfied with the decision at Step 3, he may within six (6) days of receiving the decision, present an appeal in writing to the Secretary of the Board of Trustees. With this appeal he shall present a copy of his original grievance and of the replies received at Steps 1, 2, and 3. Within five (5) days of the receipt of the appeal, the Secretary of the Board of Trustees shall notify the aggrieved party of the date of a hearing. Such hearing shall begin no more than twenty (20) days after the receipt of the appeal. The Board of Trustees shall render their decision to the aggrieved party in writing, within five (5) days after conclusion of the hearing. A copy shall be forwarded to the President of the Association.

Step 5. In the event the aggrieved party is not satisfied with the decision at Step 4, he may, with the approval of the Association, take an appeal of the matter to an impartial arbitrator selected from the American Arbitration Association under, and in accordance with, the rules thereof. Such appeal and request must be made to the American Arbitration Association within fifteen (15) working days after receipt of the decision in Step 4. The arbitrator shall render his decision, in writing, within thirty (30) working days after the conclusion of the hearing. It shall be final and binding on the Association, its members, the faculty member or members involved, and the College.

The fees and expenses of the Arbitrator shall be paid by the party losing the grievance as determined by the Arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witness called by the other.

Powers of the Arbitrator. It shall be the function of the Arbitrator, and he shall be empowered except as limited herein, after due investigation to make a decision in cases of alleged violation of specific articles and sections of this Agreement.

He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

The salary schedule provided as a part of this Agreement may not be changed by the Arbitrator nor may he establish any new salary schedule.

He shall be limited to deciding whether the College or the faculty member or members have violated specific articles or sections of this Agreement. He shall not substitute his judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.

Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first rule on the question of arbitrability. Should he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits. Neither the College nor the Association shall encourage any attempt to appeal the arbitrator's decision and both shall discourage any attempt to appeal the decision to any court or labor commission. No provision of this Article XV is intended in any way to relinquish the legal rights and prerogatives granted to a faculty member or to the College by the Constitution and laws of the United States or the State of _____.

The arbitrator must state in writing the reasons for his decision. The arbitrator may not grant relief extending beyond the termination date of the Agreement. The arbitrator must confine his decicion to the information provided by the parties during the grievance procedure.

Failure to Render a Decision. Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

Failure to Appeal. Failure of the aggrieved party or parties to appeal a decision at any step within the specified time shall constitute a withdrawal of the grievance. Any step of the Grievance Procedure may be waived with the written consent of the College and the aggrieved party.

Group Grievance. In the event that the faculty members have a group grievance, it shall be sufficient if one member presents the grievance on behalf of all similarly affected faculty members provided, however, that the initial statement of grievance will include the items required in Step 1, the names of all faculty members known to be similarly affected, and a statement indicating that the grievance is a group grievance. A group grievance shall be only one in which the facts questioned and expressed provisions of this Agreement alleged to be violated are the same as they relate to each and every member of the group.

Objections to Discharge or Demotion. Objections to discharge or demotion of a faculty member shall be handled through the provisions of Article VI, Discharge and Demotion, and shall not be the subject of a grievance filed under the Grievance Procedure.

Additional considerations:

Matters not subject to grievance procedures include: (1) any questions concerning the duration of the Agreement; (2) matters involving Board discretion; (3) any matter where the Board is without the expressed or implied authority to act; (4) any action of the Board which is prescribed by law; (5) termination of probationary teacher; (6) placing third year non-tenure teachers on probation; and (7) removal of tenure.

Records of grievance procedures may be kept separate from personnel files, but all the documents must be readily available to proper authority.

A grievance may be withdrawn by individual but continued by the bargaining unit.

Counsel may represent bargaining unit at any level.

Forms for filing grievance, serving notices, taking appeals, making appeals, making requests and recommendations, and other necessary documents shall be made available to all parties by the President.

Fees and expenses of the mediator shall be borne by the party against when judgment is rendered.

Some contracts permit a grievance to be filed only over terms of the Agreement. Some permit a grievance over any Board policy or practice, whether or not covered by the Agreement.

All discussions shall be kept confidential during the procedural stages of a grievance.

When "days" are mentioned they mean calendar days.

All grievance adjustments must be in conformity with the terms of the Agreement, and there may be no reprisals against the faculty member.

In some contracts the bargaining unit may, on its own authority, initiate a grievance. In other contracts it may not do so without the aggrieved employee's consent in writing.

The grievant must be present at all meetings, even if represented by counsel.

If at any step in the grievance process the grievant fails to make a further appeal, the matter is considered settled on the basis of the last administration decision. The issue may not again be raised except by mutual consent of the originally aggrieved person and the Board.

No reimbursement claim may be made through grievance procedures for more than the grievant would have earned during the period the grievance was in existence.

No grievance may be filed based on alleged violation of any terms of any previous agreement.

Appellant has the right to confront and cross-examine all witnesses. If a witness cannot or will not appear, the grievance committee may disclose the witnesses statement or provide for interrogatories.

Decisions of grievance committees must be addressed to the issues raised, and only to those issues.

Nothing contained in the grievance procedure can be a waiver or precedent by any action or lack of action taken by the employer.

Some few contracts establish some form of grievance board. The following types of conditions apply: (1) established to hear appeals from decisions of institutional President; (2) the Board appoints 1 member, the bargaining unit 1 member and those two appoint a third member; (3) all three members must be present to hear an appeal; (4) two concurring votes constitute an official action; (5) the appeals board may make and modify its operating conditions as long as they are not inconsistent with the grievance procedures contained in the Agreement.

Basic operating procedures include: (1) the appeal must be made within "X" number of days; (2) the appeal must be in writing; (3) there must be a concise statement of the grievance--facts involved, previous proceedings, etc; (4) a request for review; (5) when dates are set for hearings; (6) obtain prior related material; (7) request a statement from the President; (8) obtain new evidence; (9) write a final report; (10) submit a report to the Board; (11) fixed times for both parties to initiate and respond; and (12) Board review and make final decision.

HOLIDAYS

This article usually includes the following conditions: (1) those entitled to holidays; (2) compensatory time if one works on a holiday; (3) rotate classes to minimize class disruptions; and (4) the following holidays: Christmas, Memorial Day, Independence Day, Thanksgiving, Friday after Thanksgiving, New Year's Day, Presidents' Day. If any listed holiday falls on Sunday, the following Monday will not have scheduled classes. When listed holiday falls on Saturday, the preceding Friday will have no scheduled classes.

HOSPITAL/SURGICAL/MAJOR MEDICAL

Statement indicating medical service--such as Blue Cross, Blue Shield.

Premium payments vary from full college payment to a pro-rata arrangement to a dollar limit the Board will pay per person.

There may be a statement of riders attachable to the basic plan and who pays the costs.

Coverage begins either the first day of employment or by indicating an exact month and day. Coverage terminates at the end of a faculty member's employment, voluntary or involuntary.

If a deductable statement exists, it will be stated in a dollar amount.

Coverage varies from faculty member only to faculty member, spouse and dependents. All costs may be paid by the institution, or faculty member may have to pay for spouse and dependents. No hospitalization paid to spouse who has equivalent coverage through outside employment.

Death examinations may be required at no cost to the faculty member, spouse or dependent.

For faculty members who prefer a local health plan in place of the institutional plan, the institution will pay a sum equal to its own plan costs.

Blue Cross continues for 12 months for the contractual year in which an instructor is placed on involuntary leave of absence.

Three hundred sixty-five days, semi-private in-hospital coverage per admission for employee and eligible dependents.

Out-patient diagnosis and out-patient treatment in hospitals for employee and eligible dependents for accident and illness not requiring hospitalization. One hundred dollar limit on out-patient X-ray, laboratory benefits, electrocardiagram, electrencephalogram and basic metabolism tests.

Retired faculty members may be permitted to purchase major medical benefits.

Normal surgical and anesthesia services for the employee and eligible dependents.

Term life insurance policy worth twice the annual salary to the next highest $1,000.

$25,000 maximum per illness payable under Major Medical with a $500 integrated deductible plan.

Age for dependent children 19 years, or 23 years if unmarried and a full-time student.

Personnel Office assists in processing claims.

Major Medical insurance paid by employee while on unpaid leave. Institution pays a portion of the premium if employee on paid leave.

HOUSING

College owned faculty housing may not be sold or converted to other purposes without prior consultation with the faculty housing committee. All leases and commitments must be adhered to.

INCOME PROTECTION

There may be a guarantee of income continuance in event of sickness, accident or long-term disability.

The rate of pay will be specified some place between 50 and 100 percent.

Income protection plans remain in effect until age 65.

How soon income protection plans go into effect varies from 30 to 80 calendar days or after sick leave runs out.

There will be a maximum per month benefit payment.

INDIVIDUAL CONTRACTS

The terms of the Agreement are to be incorporated into any individual contracts with the Board. When the terms of individual contracts conflict with the terms of the Agreement, the Agreement shall prevail.

INSTITUTIONAL RESEARCH

A set number of dollars (from $5,000 to $7,500) is budgeted for faculty or independent agent research of benefit to the College. A committee may be appointed by the Dean to dispense the funds.

JOB POSTING

The formal process of posting job vacancies includes placing notices at various campus locations, letters to the faculty and notices sent to the bargaining unit agent.

Usually there is a minimum number of days from the day of notice to the closing of applications.

Unsuccessful applicants are to be notified in writing prior to the general announcement. They have the right to review their qualifications.

A faculty member who applies for another position does not affect adversely his present position.

The Board retains final hiring decision authority.

A posted job must state job qualifications and salary range. Copies are sent to the bargaining unit agent.

Vacancies during the summer are announced in pay check envelopes or by direct mail to all unit members. Vacancy notice may be circulated through recognized professional channels and the Faculty Senate.

The administration has the right to select and interview outside applications for new viewpoints, personalities or competencies.

All other things being equal, seniority is given preference, but seniority may not be the sole criterion.

During the year the President may fill vacancies temporarily, but positions become vacant at the end of the year.

A faculty committee may be formed with the right to review applications. An alternative: the faculty in the discipline where the vacancy occurs may review applications, interview candidates and make recommendations.

Present faculty have first priority to fill vacancies, provided they are fully qualified.

When an opening is for an administrative position, the bargaining unit may appoint a committee to review, interview and recommend.

JOINT COMMITTEES

Purposes of joint committees: (1) to evaluate specific aspects of the College concerned with the institution as a whole; (2) to make recommendations and, if approved, execute those recommendations; (3) to be a body for representative participation in academic governance.

Joint committees elect their own chairman and prepares its own job function, which must be approved by the Board, the President and the bargaining unit.

The President appoints administration members to committees. The bargaining unit appoints its own members.

The purpose of the joint committee may be designated, such as curriculum, promotion, etc.

LIABILITY INSURANCE

The employer provides at his own expense for each faculty member $_____ of comprehensive public liability insurance (up to $100,000).

Liability insurance is valid while the faculty member is performing his official duties.

The list of actions covered by liability insurance includes: false arrest, liable, slander, right of privacy, malicious prosecution, wrongful entry or eviction, evasion of right of private occupancy.

LIBRARY

The library shall be open 7 days per week exclusive of normal holidays.

LIFE INSURANCE

The Board will provide the opportunity for each faculty member to join a group life insurance plan. The amount of the premium the employer is obligated to pay varies from all the premium to 1/3 of it.

The policy continues in force without further employee payment in case of total disability before age 60. The benefits may be reduced 50% at age 65 and terminated at age 75.

The value of the insurance benefit varies from $2,000 to $25,000 to 2 1/2 times current annual contract salary to the nearest $1,000. There likely will be a double indemnity for accidental death or dismemberment.

Additional insurance may be purchased at the same rates, but at the faculty member's expense.

Life insurance may be made available to spouse and children.

Insurance is subject to the rules and regulations of the (state) insurance board.

Individual coverage may be maintained after termination of services at the individual's expense.

Many contracts specify that no medical examination or waiting period required.

The insurance is term insurance.

MAINTENANCE OF BENEFITS (Past Practices)

Offices to which maintenance of benefits apply include: President, Vice-President, provosts, deans, department chairman. When based on written Board policies, written university policies or Senate policies, maintenance of benefits also applies.

Specific areas to which maintenance of benefits apply: wages, salaries, hours, vacations, sick leave, grievance procedures, academic freedom, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, and sabbatical leave.

Maintenance of benefits may not be in conflict with the Agreement and still be carried out.

Commonly stated maintenance of benefits clauses: "The Agreement supercedes any existing rule, regulation or policy of the Board that is contrary to or inconsistent with the Agreement." Or, "Except as to those provisions to which the Board may from time to time add or amend, the Employer agrees to continue the policies of the Board that were in effect prior to this Agreement except those which have been specifically abridged, terminated or modified by this Agreement".

MANAGEMENT RIGHTS

There are many variations of this contract provision and a number of them are included.

It is understood that this Agreement in no way diminishes the responsibility of faculty, department chairmen, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment, or prohibits the administration/Board from carrying out its management responsibilities.

The Board has the responsibility and the authority to manage and direct all the operations and activities of the institution to the full extent authorized by law.

The Board may require the faculty to pursue a course of study to reach the optimum level of preparation. The faculty member has "X" number of years to complete the requirement.

Nothing in the Agreement shall derogate from or impair any power, right or duty heretofore possessed by the Board or by the Administration except where such right, power or duty is specifically limited by this Agreement.

Executive management and administrative control of the College and its properties, facilities and employees; to hire, pay, retain, promote, demote and dismiss its employees; establish individual courses and programs of instruction, including special programs; keep the

College buildings in good repair and to furnish materials, equipment and non-teaching services to conduct the College property; to provide for the development and utilization of facilities, to provide for athletic, recreational and social events for students and the community; to determine class schedules, the hours of instruction and the duties, assignment of instructors and other contractual services.

The administration of the College and the direction of the work force is vested exclusively with the Employer subject to the terms of the Agreement. All matters not specifically and expressly covered by the language of the Agreement may be administered for its duration by the Employer in accordance with such policies, and procedures as it may from time to time determine.

The Board reserves the right to recognize certain positions as administrative positions, which are exempt from the faculty bargaining unit.

Except as hereinafter specifically provided, nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board of any administrator by virtue of any provision of the laws of (state) or the charter of the University.

Board Rights. Notwithstanding any provision of this Agreement the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of _____.

Notwithstanding any provision of this Agreement the Board retains all rights, powers or authority exercised by the Board which has not been specifically abridged or modified by the Agreement.

The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the terms and conditions of this Agreement and Public Law _____.

Management Rights. The Board shall have the right to direct all teachers in the performance of necessary work functions. This power shall not be exercised in a manner which will defeat the specific provisions or basic purposes of this Agreement. The powers or authority which the Board has not officially abridged, delegated, or modified by this Agreement are retained by the Board. The Board may promulgate reasonable work rules, and any dispute with respect to the reasonableness of such work rules shall be submitted to the Grievance Procedure set forth in the contract.

It is understood by the parties that every incidental duty and detail connected with each position or operation in any assignment or job description is not specifically set forth and that the assignment of new responsibilities shall be subject to the formation of reasonable work rules.

The Board reserves the right to discipline or discharge for just cause. The Board reserves the right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the Board, or where the continuation of work would, in the Board's opinion, be wasteful and unproductive. When work and/or funds have been restored within two calendar years from date of layoff, contractual employees shall be hired back within their major instructional areas in reverse order of layoff and their seniority rights shall be restored as of the date they left service. Layoff due to lack of work or lack of funds shall be determined by seniority among those in the same area in which the layoff is necessary and for which the employees qualify. The question of order of layoff may be submitted to the Grievance Procedure for determination of its reasonable application.

Management Responsibilties. Except as limited by the specific and express terms of this Agreement the Employer hereby retains and reserves unto themselves all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law including, but not limited to, the right to determine the purpose, mission, object and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment and discipline, suspension, demotion and discharge of employees; to direct, supervise, schedule and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties and responsibilities, during the period of this agreement.

Management Rights. Except to the extent expressly abridged by a specific provision of this Agreement, the management of the District hereby reserves and retains unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the Laws and Consitution of the State of _____ and the United States, and all of its Common Law rights to manage the District, as such rights exist prior to the execution of this Agreement. The District will not exercise its rights, powers, authority, duties and responsibilities in an arbitrary or capricious manner, nor in violation of the terms of this Agreement, Section 111.70 of the _____ Statutes, nor the laws of the State of _____ and the United States.

The rights of the District unless abridged by this Agreement shall include but are not limited to the following: (1) To establish, maintain, change or abolish policies, practices and procedures; (2) To determine and redetermine the number, location and types of its

operations, methods, processes and materials to be employed and to discontinue the performance of methods, processes and operations by teachers; (3) To determine the number of hours per day, per week and days per year operations shall be carried on; (4) To select and determine the number and types of teachers required and assign work to teachers in accordance with requirements determined by management; (5) To establish and change work schedules and assignments; (6) To transfer, promote or demote teachers or to renew or refuse to renew individual teacher contracts for lack of work or other legitimate reasons and determine the fact of lack of work; (7) To make and enforce reasonable rules for maintenance of discipline; and (8) To suspend, discharge or otherwise discipline teachers for cause and take such measures that may be necessary for the orderly, efficient and productive operation of the District.

The Board reserves all its rights not expressly limited by the provision of this Agreement.

MATERNITY LEAVE

Maternity leave is characterized by great diversity, as indicated herein.

Blue Cross - Major Medical will continue until after the child's birth.

Guaranteed position upon return from leave.

Must notify the administration of intent to return to work not later than (date).

Maternity leave may not count toward accrual for a sabbatical leave.

If the Supreme Court rules more definitively on maternity leave, the section is subject to immediate re-negotiation.

Pay for maternity provided faculty member makes leave application not later than 3rd month of pregnancy. Physician must certify expected delivery date.

Return to job on salary schedule position held when leave taken.

Leave is mandatory.

No pay.

Leave may be extended if agreed to by Board upon recommendation of President.

Accrued sick leave may/may not be used.

Leave starts after the 4th month; starts at the expected date of birth; the President may recommend a date; the President may allow the start of leave after 7th month if in the best interest of the College.

Leave must not be less than 6 months long.

Must be a member of the faculty at least one full year to qualify; otherwise, unpaid leave of absence will be granted by President for a period of time agreed to by applicant and President.

Pregnant faculty member may continue teaching as long as a physician consents.

Pregnant faculty member may continue teaching as long as capable of performing teaching assignment.

Report pregnancy to President (a) as soon as possible, (b) as soon as faculty member becomes aware of her condition, (c) not later than 4th month.

Maternity leave may continue for one to three years after birth of child. This may be reduced in time if written request is sent to the President and accepted by the Board.

Reinstatement requires a physician's written consent.

Salary increments are not granted during maternity leave, and retirement benefits and medical benefits credits are not granted during this period.

Faculty member may continue insurance coverage by assuming full costs.

Failure to return to full-time employment within "X" years after pregnancy consitutes voluntary termination.

Leave may be granted if faculty member adopts a child. The leave may start on final order of Probate Court awarding custody of child.

Returns from a maternity leave at the beginning of a semester.

For maternity leave of longer than one year, the faculty member is entitled to the first position open in her former department.

Non-tenured faculty may be entitled to "X" weeks of maternity leave, without pay, and with no credits earned toward retirement or medical benefits.

MILITARY, PEACE CORPS, VISTA

Applies only to full-time employees, and does not apply to weekly drill nights or voluntary training, voluntary enlistments or conscription.

Leave is granted pursuant to state or federal law. If there is a discrepancy between the Agreement and the law, the law prevails.

Reinstatement within 90 days of discharge is mandatory, but may require written request and physician's consent. The request must be made within 60 days of discharge.

All benefits and salary adjustments, etc., that would have accrued if the employee had remained on the job must be granted.

A written request for military leave is mandatory.

Voluntary re-enlistment, bad conduct or dishonorable discharge or discharge other than honorable cancels reinstatement obligation of the institution.

Substitute faculty are hired only for the duration of the leave.

Leave for involuntary service, call to civil disturbance or other emergency situation will be for the duration of such duty.

Service resulting from the usual two-week Reserve or National Guard duty shall be paid at a rate equal to the difference between military pay and institutional pay. All reasonable efforts should be made to fulfill such duty during vacation periods.

Board contributions to the retirement system shall continue during the period of military leave.

No pay for long term service (more than 31 days).

Leave granted for a maximum of 14 days for Reserve duty is not considered part of annual leave.

No reinstatement for a faculty member holding less than a full-time position.

MISCELLANEOUS INSURANCE ITEMS

All insurance plans remain in effect when a faculty member is on all types of approved leave.

Institution retains the right to change insurance carrier(s).

Institution retains right to consolidate any or all plans (a) unless expressly forbidden by terms of the Agreement, (b) with the concurrence of the bargaining unit.

An individual faculty member may, upon employment, in writing waive participation in plans which cover all employees.

Double indemnity for accidental death.

Additional insurance may be purchased at the same rates, but at the faculty member's expense.

Insurance subject to the rules and regulations of the Agreement.

MISCELLANEOUS LEAVE ITEMS

To hold a political job.

To fill a professional association office.

If President shuts down college, no loss of pay, sick leave or personal leave.

To teach in a foreign country or military school.

Involuntary for mental causes not falling under sick leave.

To care for ill member of immediate family.

When required to take mental or physical exam.

Termination of institutional employment if faculty member fails to return from leave on time.

Administration will respond in writing to all leave requests (except sabbatical) within thirty days.

Industrial leave to acquire knowledge by employment.

If a teacher is finally adjudged guilty of a criminal charge or his judgment entered against him in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

Faculty members charged with a leave will receive written notification to that effect.

All such leaves of absence shall be without pay.

NEGOTIATIONS CLAUSE

The College and the bargaining unit agree that all negotiable items have been considered during the discussions leading to the Agreement and, therefore, agree that negotiations will not be reopened nor policies adopted or any item concerning salary, wages or working conditions whether contained herein or not, during the life of the Agreement, unless by mutual consent.

No oral statements shall add to or supercede any of its provisions.

The Agreement supercedes any previous rules, regulations or policies which may have been in effect relative to the subjects covered in this Agreement.

Both parties had unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining.

NEGOTIATION PROCEDURES

A chief negotiator shall be appointed by both parties. He is the principal spokesman for his constituents.

The chief negotiator of either party may request a meeting of both sides at a mutually convenient time and place.

Each chief negotiator is responsible for the notification of his team members.

The initial agenda shall be determined by the chief negotiators in advance of the meeting. All subsequent agendas shall be fixed at the conclusion of each meeting.

Official minutes are to be kept stating the date, time, meeting place, persons in attendance and a summary of the meeting substance.

Either side may caucus at its convenience, but only over matters related to the meeting.

Either chief negotiator may terminate the meeting at any time.

Either chief negotiator may cancel a scheduled meeting, although cancellations should be kept to a minimum.

NEW POSITIONS

New and vacant positions are to be posted on the bulletin boards.

The faculty is to be notified by bulletin of all new and vacant positions.

Faculty who apply for a new or vacant position must do so in writing within 10 days of the end of the posting period.

New and vacant positions will be advertized through recognized professional channels and the faculty senate.

NO DISCRIMINATION

While such statements vary considerably in their wording, the following statements summarizes all the various conditions in the several statements:

The bargaining unit agrees to maintain its exclusive representation eligibility by continuing to admit all eligible persons to unit membership without regard to race, color, creed, national origin, sex, age, or marital status, and to represent all members equally regardless of membership in any employee organization.

NON-AGREEMENT

For changes in the formulation of Board policies and practices not covered in the Agreement, the administration will notify the bargaining unit, with a complete rationale, of the complete substance of the policy or practice, and its probable consequences and costs. The change may not occur until 10 days after notification. This provision will not alter any rights reflected in the Agreement.

NON-REAPPOINTMENT

There are contrary provisions concerning grievance procedures. One position states that when the administration complies with all the provisions of employment and probation, a notice of non-reappointment may not be subject to grievance procedures. The other stand holds that the grievance provision of the Agreement may be invoked for the following reasons: (1) failure to comply with provisions of employment and probation; (2) automatically in all cases of non-reappointment of tenured faculty; (3) alledged violations of academic freedom; and (4) procedural irregularities.

Conditions of non-reappointment may be spelled out such as lack of funds, failure to comply with contract provisions, failure to complete a degree in the required period.

If non-reappointment is solely for economic reasons, faculty members have the rights of: (1) relocation to a position in another department for which he is qualified; (2) preference in rehiring to the first available position in the department; (3) no person may be hired to fill the vacated position for "X" number of years; and (4) notice in writing by (date) and may not be cut loose after (date). Note: same as retrenchment.

Faculty members not to be reappointed are entitled to a hearing to discuss the reasons for the action. They may bring witnesses.

The contract may state at which administrative level non-reappointment procedures must commence (department chairman, Dean, etc.).

The person affected by non-reappointment must receive personal notice "X" numbers of days before the central administration is notified.

A few contracts call for an annual evaluation of a faculty member as a basis for non-reappointment decisions.

If after serving in a position without having gained tenure for "X" number of years (usually 6), the faculty member must either be granted tenure or terminated.

NON-TEACHING RESPONSIBILITIES

Non-classroom academically ranked faculty are appointed for 10 or 11 months.

Approval of starting and ending dates is by the appropriate Dean.

Non-teaching personnel are entitled to time off during regular holidays and between semesters if job requirements and schedules permit.

Non-teaching personnel are members of the faculty for purposes of rank, tenure, promotion and other rights.

The following classes of personnel are included: library services, admission and financial aids counseling, general counseling and general academic advisement, supervisors of college-sponsored athletics and cultural or other student activities.

NO-PAY LEAVE

A request is filed in writing with the appropriate administrative head. The request must state the reasons for and the duration of the leave.

Final approval may be (1) by an employee committee or (2) by the mutual consent of the Academic Dean and the appropriate division.

The duration of no-pay leave is usually one year, although it may be extended by the Board at the recommendation of the President.

Faculty members on no-pay leave advance on the salary schedule as if they had not gone.

Faculty members on no-pay leave may not be advanced in rank while on leave. They may retain but cannot accrue credit toward tenure or sabbatical leave.

No credits may be earned for salary increments, seniority rights, sabbatical leave or retirement rights.

If insurance and retirement benefits are to be maintained during no-pay leave, the faculty member must bear all the costs.

The minimum of years of service before eligibility varies from 1 to 3 years, unless a grant of Fellowship qualifies the person at an earlier date.

No-pay leave may be granted as an extension of another form of leave.

A person on no-pay leave must be reinstated if the position still exists, although reinstatement may be contingent on sound mental and physical health.

Replacement staff hired for the duration of no-pay leave, by mutual consent of institution and replacement instructor.

No-pay leave usually is limited to tenured faculty.

Blue Cross/Major Medical costs may be continued and paid in full by the College.

NO STRIKE - NO LOCK-OUT

The Board and the bargaining unit agree that disputes which may arise between them shall be settled without resort to strike or lock-out and that the requirements of the law in this regard will not be violated. The Board agrees it will not lock-out any or all of its employees during the term of this Agreement and the bargaining unit agrees on behalf of its membership that there will be no strikes, slow-downs or interference with normal operations during the life of the Agreement.

The bargaining unit agrees that it will not cause, condone, sanction or take part in any strike, walkout, slow-down or work stoppage. Any violation may bring forth any Board disciplinary action allowed by state law.

There shall be no interruption of instructional activities during the life of this Agreement, it being the intent of the Employer and the bargaining unit that all controversies shall be settled in an amicable and orderly manner.

OFFICE HOURS

A minimum of 3 hours per week must be posted plus an additional 1 unposted hour per week.

Faculty are required to be available during all office hours.

Faculty are to be available when their workload requires.

Four days per week on campus for full-time faculty and a proportional number of days for part-time faculty.

Nurses are exempted from office hours.

All faculty members are expected to establish, post and observe reasonable office hours at time mutually convenient to faculty member and students. Additional hours are to be observed during registration advisement periods.

OVERLOAD

Overload shall be voluntary.

Overload may be assigned. If it is, pay is at the rate of normal extension pay.

Faculty in the bargaining unit are to receive first consideration for overload assignments.

There may be an indication of the number of hours constituting a full load.

The maximum number of overload contact hours may not exceed 6, without faculty member consent.

There may be a set dollar figure per unit/credit compensation for overload, or they may be paid a percentage of their annual salary (6-7%).

Where overload is determined by an excess student class load, the overload is fixed by averaging the students credited to a professor in all his courses.

In the event of a dispute arising from the determination of overload, grievance procedures may be invoked.

Overload pay may begin if a professor teaches more than "X" classes of "Y" hours each.

Full-time faculty have priority for voluntary overload teaching assignment, and regular staff have preference over adjunct faculty.

Class overloads during any term are not authorized and will not be assigned.

Overload is by request of the faculty member and the request may be refused by the chairman on good evidence.

A full-time professional staff member shall be allowed to teach no more than 3 credit hours overload per academic year. Such overload shall be assigned only upon the request of the Dean of the College and with the approval of the division chairman and the full-time professional staff member involved.

A faculty member who regularly covers for an ill colleague is compensated in accord with part-time employee salary rates.

No faculty shall be permitted/required to teach more than (3 to 6) hours of overload per semester.

Sunday work will be at the overload part-time rate.

PARKING

The parking areas are to be conveniently located, lighted, maintained and patrolled.

Separate facilities for faculty members, and at no cost to the faculty. There will be space for all faculty members.

Special facilities are to be maintained for the handicapped faculty and students.

The same parking privileges will be maintained for faculty as for the administration.

If parking decals are required, they are to be provided free of cost.

Committee will be formed to chart parking problems and make recommendations. The faculty will be represented on the committee.

Parking facilities will be provided when possible.

Campus security officers can't reprimand faculty except through designated administrator.

Only one family vehicle may be parked at a time in institutional lots.

Requests for reserved space will be considered on the merits of the case.

Faculty members are to be assigned parking spaces as close to their offices as possible.

The faculty shall observe all traffic and parking regulations.

PART-TIME FACULTY

Part-time faculty are defined as those persons hired to teach less than a defined full-time assignment.

Part-time faculty are hired to meet temporary needs or unexpected enrollment increases where full-time positions are unwarranted.

Part-time faculty have probationary status for Agreement purposes. They have all the rights, privileges and responsibilities of full time faculty except where specifically abridged in the Agreement. They may be required to sign in and out. Some examples of abridgments are maternity leave and personal or business leave.

They may not be employed where the demand justifies full-time faculty except where special qualifications are needed. The bargaining unit must be notified of such appointments.

Part-time faculty receive their salary at Extension salary rates.

They are expected to maintain office hours (3 per week) and may be expected to attend faculty meetings.

A list of available part-time faculty shall be maintained. Every person on the list shall be offered an available assignment before any person on the list shall be offered a second assignment. Subsequent assignments are made without restrictions. Part-time faculty not receiving an assignment during one semester have priority the following semester.

Part-time faculty may file a grievance if employment provisions are not practiced. The only redress shall be to have an assignment the next regular semester.

Part-time faculty who have taught not more than 12 hours may be removed from the availability list. A written reason must be given. No grievance may be filed although he may appeal the decision to the chairman who ordered his removal. If the faculty member has taught more than 12 but less than 36 hours he may be removed but has the right of appeal to the chairman and the first step of the grievance procedure.

PAY PERIOD

Only two things mentioned: monthly or bi-weekly by request.

PERSONAL LEAVE

The number of days is limited and more than 5 would be exceptional. Full pay is given on personal leave.

Personal leave days are non-cumulative and cannot be liquidated for cash.

Personal leave are matters of a private nature such as personal business, religious holidays and family affairs but not recreational or general holiday purposes.

No formal justification is needed other than stating "personal business".

Illness, injury, bereavement or emergency leave does not qualify for personal leave.

Prior approval required from an appropriate Dean. Disputes are arbitrated by the President.

Personal leave is limited to members of the bargaining unit.

Unused personal leave is added to the employee's accumulated sick leave, but not beyond the maximum allowable sick leave accumulation.

Personal leave days may not be taken consecutively without the consent of the immediate supervisor.

Eligibility left to Presidential discretion.

Advance written notice (3 days) may be required except in an emergency.

Personal leave may not be taken immediately preceding or immediately following holidays or recess periods for the purpose of extending such periods.

A temporary substitute is provided, if available.

Approved personal leave shall not result in loss of pay.

The faculty member shall make provision for coverage of his classes.

PERSONNEL FILES

An authorized bargaining unit member may check an employee's personnel file if it relates to a filed grievance or written charges against the employee by the College.

There shall be an official category of personnel files which may be maintained by the department and/or school or college and/or the chief academic officer for the use of committees and individuals responsible for review and recommendation of the faculty member with respect to reappointments, promotion and tenure. The faculty member may, for a reasonable charge, make or obtain copes of said file or files.

Files are open to an official individual upon the signature of the requesting individual between 9:00 a.m. and 3:30 p.m. or on a working day. Appropriate administrator shall be present.

The following documents may be filed: (1) signed application form; (2) academic resume; (3) official transcripts; (4) documentation of work experiences; (5) copies of contracts; (6) evaluation records; (7) records of professional accomplishments; (8) responses to any file item; (9) all information relating to grievances; (10) documents relating to any form of service discontinuation; (11) record of education; (12) resignations; (13) discharge; (14) official correspondence.

Certain material in a file shall not be made available: (1) references; (2) placement records which contain references from outside sources; (3) transcripts restricted by the sending institution; (4) other confidential information obtained from outside sources.

No documents except those authorized in the Agreement shall be inserted in the individual's personnel file without his prior knowledge, and an opportunity to read them. The individual has the right to respond and the response shall be placed in his file. Documents in personnel files shall be signed and dated by the individual placing the documents in the personnel file. The employee may also initial each document.

A faculty member may add to his own file any materials from a professional source he feels should be included in his personnel file that attests to his professional competence.

A specific procedure may be spelled out as to how one requests the removal of material from a file.

No secret file or any material or record shall be kept on a faculty member by the Board or the administration for any reason.

General personnel files are located in a designated central administrative office. Department personnel files are located in the individual unit offices. Files may not be removed from the office.

No material other than the types stated in the Agreement may be added to a personnel file without due process. The faculty member may remove material without due process. The faculty member may remove scandalous or libelous material by application to a designated administrator when by court order, or by agreement between the Board and the instructor.

The bargaining unit shall indemnify the institution against any improper or illegal use by the bargaining unit of information contained in the files.

It is the obligation of the faculty member to see that his personnel file contains the required documents.

Bargaining unit member may designate another bargaining unit member to see his file in his absence.

No derrogatory material may be added to a bargaining unit member's file without (1) a dated copy sent to the bargaining unit member and (2) the bargaining unit member's opportunity to file a response.

Bargaining unit members may reproduce and keep, at their own expense, any document in their own file except that which is related to the original application and appointment.

Personnel files are limited to use in formal institutional meetings, normal administrative requirements, or when required by law.

A faculty member shall be notified in writing of all requests to use his file except for those reasons stated in the Agreement.

Material placed in a personnel file may not be used for any action against the faculty member.

PERSONNEL POLICIES

Each faculty member is entitled to due process in all personnel matters.

All personnel policies cited elsewhere in this contract shall be applied uniformly and without discrimination.

The college policy and procedure manual [faculty handbook] shall be amended to conform to this agreement.

Policies and procedures in the faculty handbook shall be followed without deviation.

POLITICAL ACTIVITY

Faculty may not use college facilities or equipment for partisan political activity.

Faculty may not promote partisan political views in their classes.

Faculty may publically campaign for political candidates to the extent it does not interfere with the performance of their responsibilities to the institution.

Faculty may seek and hold political office if it does not interfere with the performance of their duties. Time away from the campus must be approved by the Board, with any changes in the contractual arrangements stipulated in writing.

PROBATION COMMITTEE

A probationary review committee shall be established in each unit offering instruction to work with and guide probationary faculty toward competency improvement. The committee must, after the passage of a specified time period, recommend acceptance or rejection of the employee.

The committee shall be composed of the appropriate Dean and its elected faculty members.

PROCEDURES FOR COLLECTIVE BARGAINING

Usually indicates bargaining shall be in "good faith", a term generally left undefined.

Recognizes that final approval authority rests not with the negotiators but with client groups. The Agreement is not valid until ratified by both sides.

May indicate that both parties shall endeavor to pursuade their client group to accept terms.

The Agreement shall be reduced to writing.

The Board agrees not to negotiate with individual instructors during the life of the contract.

May indicate that the present faculty agent is valid to represent the faculty only so long as the faculty bargaining unit maintains <u>open</u> membership.

The Board must make available to the bargaining unit representatives: (1) the names of all employees by rank or title; (2) salary information; (3) years of service of each employee; and (4) any and all information statistics and records relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of the Agreement.

Neither party may control or influence the selection of the other unit's negotiating representative(s).

Negotiations sessions are closed.

If an impasse is declared by both parties, all unresolved issues are submitted to advisory mediation.

Representatives are to have the authority to make proposals and counter-proposals, but not the authority of final approval.

Grievance procedures may not be circumvented by or during the process of contract negotiations.

Grievance procedures contained in a new contract are not operative until the contract is duly ratified by both parties.

If agreement cannot be reached between the parties or if either party refuses to meet to negotiate the item, either party has the right to declare an impasse and request (mediation, fact finding, arbitration).

No details of the substance of the matters under negotiation shall be released for publication until the Agreement has been duly ratified.

On occasion a contract will specify that, upon petition signed by "X" percent of the members of the negotiation unit, a referendum shall be held challanging the present negotiating unit's right of representation. Procedures may be spelled out to fulfill the challange process.

If there is any conflict between the Agreement and Board rules, policies and procedures, the Agreement prevails.

Some contracts indicate that both parties will support jointly any legislation or administrative action required to implement the terms of the Agreement.

May be a limit on the number of persons composing a bargaining team.

Requests for negotiation meetings shall be made by and between the chief negotiators only.

Chief negotiator for each party is designated the principal spokesman in and out of formal negotiation sessions.

Negotiation sessions at time and location mutually agreeable to the chief negotiators.

Composition of initial agenda may/may not be by mutual consent of the two chief negotiators.

Either chief negotiator may declare a caucus of his team at any time during a negotiation session.

Every proposal and counterproposal must be responded by to (1) acceptance, (2) a request to study, (3) a counterproposal or (4) a rejection.

During negotiations each item mutually agreed to shall be initialed by both chief negotiators and shll not be subject to renegotiation unless subsequent developments deem it desirable and both chief negotiators consent.

Frequently a statement indicates that the Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations: objectives of the process, representation, closed negotiating sessions, cost of consultants, subject of negotiations, requests from one side to the other, schedule

of negotiations sessions, exchange of information, tenative and final agreement procedures, appeal procedure, mediation procedure, fact finding procedure, or arbitration procedure.

The Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to their Agreement.

The Agreement is subject to the appropriation of necessary funds and shall not become effective until the appropriation of the necessary funds.

No loss of pay for participation in negotiations, grievance procedure, conferences or meetings.

Both parties recognize the constructive role played in these negotiations by students and alumni as observers with clearly defined opportunities to comment. We therefore agree that the same opportunities be afforded them in formal negotiations conducted during the term of the Agreement.

PROCEDURE FOR COURSE SCHEDULING

Classes should be assigned to rooms and laboratories which can properly accomodate them.

To the extent possible a class should be assigned to meet in the same room for all its lecture sessions.

Courses should be scheduled in accordance with the period patterns established by the Director of Scheduling in order that students may have a reasonable number of options in determining their class programs.

Faculty, whenever practicable, shall not be scheduled for more than two consecutive lecture hours, nor more than one lecture hour immediately followed by a laboratory period, nor more than two consecutive laboratory periods without his consent.

The regular college teaching day shall begin at 8:00 a.m. and terminate at 4:50 p.m. except that on Thursdays such hours shall be from 8:00 a.m. to 5:15 p.m. Faculty shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study of other professional work, or adjusting an underload, exceptions to this guideline may be made with the approval of the Executive Dean and the appropriate department head.

No faculty member shall be assigned a teaching schedule extending beyond 6 hours from the start of his first class on a given day to the end of his last class on that day except in cases where a faculty member may specifically request or agree in writing to a different type of daily schedule. Teaching assignments in the College's Continuing Education Program voluntarily accepted for additional compensation are not to be considered in the determination of the six-hour limit.

Department heads, after consultation with program chairmen and other faculty members, shall advise the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made. Examples of such items include: (1) Special classroom and laboratory requirements for courses to be offered; (2) Identification of courses which should not be scheduled in conflict with certain other courses; (3) Particular hour patterns which may be required in certain courses; and (4) Blocks of time which should be open to permit students in a particular course or curriculum to do field work, engage in cooperative work programs, or meet similar study-related obligations.

Normally the Director of Scheduling will consult only with department heads in developing or revising the master schedule. Faculty suggestions and requests must be channeled through and approved by department heads.

Faculty members shall be notified to the extent feasible, of their tentative teaching schedules at least two weeks before the first day of classes. Final schedules of teaching assignments shall be subject to registration and the final schedule of classes.

Teaching schedules shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed seven (7) hours in any one day and shall accumulate to no more than thirty (30) hours per week, whenever possible. When an evening assignment is made part of the regular load of a faculty member, every effort will be made to provide at least twelve (12) hours between the end of the last class and the beginning of the first class of the next day.

Whenever possible, there shall be no more than three (3) consecutive teaching classes as part of the full-time teaching schedule.

Whenever possible, the maximum number of different class preparations within the full-time teaching schedule shall be three (3).

When a faculty member is requested to make a major educational effort, for example, the development of a full course in autotutorial materials or a course of study on video-tape, he will receive released time consideration. The bargaining unit shall be requested to give advisory consultation.

Both parties to the Agreement shall commence negotiations for a new Agreement not less than 180 calendar days before the expiration of the existing contract.

PROFESSIONAL DEVELOPMENT FUNDS

At faculty request and with presidential consent, the institution will pay the per credit costs for up to 12 hours of self-improvement studies.

If the costs for one faculty member exceed the per faculty allotment, that person may be reimbursed beyond his allotment only if the other faculty agree to a reduction in their own allotments.

The College will budget "X" dollars for the academic year to further faculty professional development, defined as graduate study at an accredited institution of higher education. The funds are available only for full-time faculty provided the studies are deemed relevant to professional duties.

The faculty must apply for the funds, usually but not always, through a faculty committee.

In order to collect the funds the faculty member must present proof of completing the studies.

Failure to return to the institution obligates the faculty member to repay the funds.

The college provides funds for the faculty, on approval of an application, to attend select professional conferences, funds permitting. No loss of compensation is involved. Remuneration is only for travel, lodging, meals, and registration.

Usually there is a limitation on the number of available dollars. This may be stated as a lump sum or "X" number of dollars per full-time department member.

Recommendations, if and after faculty review, go to higher level administrators, usually at the Provost level.

Rejections for funds must be in writing and are not subject to grievance procedures.

The Agreement may specify legitimate types of development activities, such as conferences, graduate school courses and travel expenses. The activity must be directly related to the work of the faculty member.

The funds exclude all levels of administrators.

The faculty member may receive advance reimbursement, but not always.

When the plan is completed a salary adjustment may be called for.

There often is a termination both for applications and for the completion of a plan.

PROFESSIONAL LEAVE

Professional leave is restricted to permanent full-time faculty. Such leave is for one year, although some institutions may grant a second year.

A written request for a professional leave must be made, with not less than "X" number of months load time.

Professional leave is granted at the sole discretion of the President/ Board.

Where the costs of all institutional benefits are assumed by the faculty, he must make quarterly payments to the institution. At other institutions the full costs are borne by the institution.

Specific selection procedures are established to determine the worthiness of the "project" and who should be awarded leave. Among the evaluation factors are: (1) value related to teaching activities; (2) applicant's ability to achieve program goals; (3) need for new knowledge in the field; (4) quality of replacement personnel; (5) evidence of external support; (6) update knowledge in a field of rapid change; (7) upgrade teaching methods; (8) research; and (9) creative work.

A process may be spelled out for the arrangement of qualified replacement faculty.

Usually some standard exists stating the maximum number of persons who may be on professional leave at any one time--from 3% to 9%.

Salary while on professional leave varies from as low as 1/4 of annual salary to full salary. When grant money is involved, the salary may not equal more than the employee's normal salary during the period of leave.

A faculty member who takes a professional leave is obligated to return for a period of time commensurate with the period of leave.

No leave is granted to a person with less than 3 years remaining until retirement.

The institution must notify the faculty member of leave expiration 90 days prior to the expiration date.

Application information usually includes such considerations as: (1) name; (2) date employed; (3) terms of desired leave; (4) dates of prior professional leaves; (5) detailed statement of leave plans; (6) list of sources of financial support for the project and for salary; (7) justification of any travel related to the project; (8) personal data concerning scholarship, particularly as related to the

project, (9) supporting statements from scholars; and (10) statement of value of leave to the institution.

PROFESSIONAL STANDARDS COMMITTEE

Consists of faculty members appointed by the bargaining unit.

Functions of the committee: (1) to review any cases of recommendation of non-renewal; (2) to determine the adequacy of the faculty member's evaluation; (3) to determine if the evaluation process was fair and properly implemented; (4) to determine if the faculty member was given written warning and adequate time to correct deficiencies; (5) to determine if evidence justifies dismissal; to hear and investigate charges against the faculty member not stemming from the evaluation process but included in the request for dismissal.

Charges may be made to the committee by the administration, faculty members, students or community members.

The College provides the secretarial and material assistance required.

Hearings may be open or closed at the faculty member's option.

All rights of due process shall prevail.

All charges shall be in writing.

The faculty member may have a hearing at his request before any discussion is made.

All records and documents pertinent to the case are to be available to the faculty member.

The faculty member may be suspended with full pay while the case is under consideration.

PROMOTION

The first section of this item is a direct statement from a contract.

1. "Promotion Procedure. Applications for promotion may be submitted by a member of the unit on or before November 15 each year.

   The requirements for academic rank (Experience and Length of Service, Educational Preparation) contained in Article _____ shall be minimal requirements for promotion.

   In addition to these minimal conditions in the paragraph above, consideration will be given to performance as a member of the

faculty, work or services performed for the institution beyond assigned duties, professional status, growth and development, and in community service.

The Divisional Evaluation Committee shall review credentials and make recommendations for promotion.

The full list of those being recommended for promotion shall be passed by the Committee to the Division Director on or before March 15, ____. The Division Director may append comments concerning the individuals on the list, and he then shall pass the list to the Dean of Academic Affairs on or before March 31, ____.

The Dean will add his comments and submit the list to the President.

The President will review the recommendations and submit a list to the Board. Any member of the unit applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

A member of the unit who is not recommended will be granted a hearing, if he so requests, by a College-wide Promotions Review Committee consisting of the Dean of Academic Affairs, acting as non-voting Chairman, the Division Director, and one member from each area represented by the association (five academic divisions, counseling, instructional resources.)

If at least three-fourths of the Committee votes to recommend for promotion, the member of the unit's name and a summary of the Committee's findings will be forwarded to the Board."

2. Promotion.

A. Departmental Recommendations. Except as provided in ____, the Campus Department shall initiate all recommendations for promotion of faculty members in rank. Such recommendations to the Campus Provost for promotion in rank shall be accompanied by a written statement in support of the recommendation and must be made by January 15.

B. Provost's Decision and Campus Appeal Board. The Campus Provost shall review all departmental recommendations.

1. If a faculty member who has been recommended for promotion by his department is not so recommended by the Provost, he shall be given written notification to that effect by the Provost by February 1. Such written notification shall include, in detail the reasons for the Provost's decision; it shall not become a part of the faculty member's personnel record.

2. The faculty member may then request, by February 8, that the Campus Promotions Appeal Board recommend to the Provost of the Campus that he be promoted.

C. Composition of Campus Promotions Appeal Board. The Campus Promotions Appeal Board shall be comprised of five (5) faculty members chosen by the Campus Faculty Association.

D. Recommendation of the Appeal Board. The individual faculty member may, if he does not receive his department's recommendation, request, by February 1, that the Campus Promotions Appeal Board recommend to the Provost of the Campus that he be promoted.

E. President's Decision. The Campus Promotions Appeal Board shall submit its recommendations for promotion to the Campus Provost. The Provost shall submit his recommendations along with the recommendations of the Campus Promotions Appeal Board to the President of the College by February 28. If the President does not concur with the recommendations of the campus, he shall so notify in writing, those individual faculty members affected by March 15. Such written notification shall include, in detail, the reasons for the President's decision; it shall not become a part of the faculty member's personnel record.

F. Recommendations Part of Personnel Record. The recommendations of the Campus Department and/or the Campus Promotions Appeal Board may, at the option of the faculty member, become a part of his personnel record; however, the recommendations, or failure to recommend shall not be a basis for charges in a dismissal or discharge proceeding.

G. Provost Recommendation for Two Years. If a faculty member is recommended by his Provost for promotion for two (2) consecutive years, he shall be promoted upon the second recommendation.

H. No Appeal. The decision of the Provost or the President shall not be subject to the Grievance Procedures with reference to Article XX.

Additional considerations:

Promotion is not automatic but depends on performance in teaching, scholarship and university service.

A promotion committee may be elected by secret ballot from all full-time faculty in the department. All academic ranks are to be represented equally on the committee.

The university promotion committee consists of the Vic-President for Academic Affairs, the Dean of the Graduate School, one academic dean and four full-time faculty members. The committee must consider all candidates eligible for promotion.

Faculty members shall be promoted from Instructor to Assistant Professor when given tenure.

Length of service alone is insufficient cause for promotion.

A contract may state the number of years normally required between ranks: (1) 3 to 6 years from Instructor to Assistant Professor; (2) 6 years between Assistant Professor and Associate Professor; and (3) 6 or more years between Associate Professor and Professor.

Unusual and outstanding service to his field may be sufficient cause for promotion.

The President may be required to stipulate early in the first semester/quarter the number of promotions authorized by the Board to be made for the following year.

A person twice denied promotion to the same rank may appeal the decision to a special appeals panel. If not satisfied with the results, the faculty member may file a grievance.

Departments may establish promotion committees of tenured full-time faculty to accept and review department requests for promotion, and to conduct or have conducted an evaluation of all such applicants.

Promotion requirements may be stated in terms of minimum for each rank. Such requirements fall into five broad categories: (1) degrees; (2) credits beyond degrees; (3) minimum years of total higher education experience; and (4) minimum years in rank.

RANK QUALIFICATIONS

An institution may define by programs or colleges the appropriate rank qualifications: (1) a doctorate from an accredited institution; (2) a DBA in business administration; (3) a specific number of graduate credit hours in a specialized field; (4) the number of years of experience; (5) expertise where advanced degrees are not needed.

Other statements:

Credit may be given for approved research or studies in lieu of course credit.

No person may be reduced in rank because of the adoption of more comprehensive requirements.

Credit hours apply only if they are part of a planned program within a discipline.

A repeated course may count only once for the acceptance of credit.

All credits must be from an accredited degree granting institution.

No course with a grade less than "C" shall be counted.

Official transcripts are required to verify credits.

Non-credit courses may be substituted for a portion (up to 50%) of course work requirements, if approved.

The President/Board may waive stated requirements when such waiver is in the best interests of the institution.

Faculty may be hired initially into any recognized rank appropriate to his qualifications and experience and his salary shall be considered with due consideration of those qualifications.

When the negotiation teams have reached Agreement on the substance of a contract, it is initialed by the chief negotiators. They are bound to recommend its ratification by their constituencies.

REAPPOINTMENT

There likely will be a date on which reappointment becomes automatic if no notification to the contrary is given.

Reappointment rights belong solely to the Board of Trustees.

A decision to reappoint with/without tenure must be in writing to the person affected, and by a designated date.

The faculty member may be required to respond in writing within 15 days either accepting or rejecting the reappointment.

A faculty committee may be elected/selected to initiate faculty evaluation procedures. The evaluation shall be in accordance with each individual's discipline or program and include competencies in teaching, subject competencies, intellectual growth and breadth, and service to the institution and community.

Evaluations are shared with the evaluee prior to being transmitted to a designated administrative office.

A faculty member offered a new contract shall be considered reemployed if he does not notify the President otherwise within "X" number of days.

RECOGNITION

The complete, lawful name of the governing Board and the complete, lawful name of the institution is stated, and it will be explicitly stated that the Board duly recognizes the lawfully determined bargaining unit, by its full title, including any unit identification numbers or other designators.

In recognizing the bargaining unit by name, many contracts at this point state that the unit has exclusive bargaining representation rights, even if a later section more fully covers representation.

Any law, act or directive setting forth the requirement and/or conditions governing the legitimation of collective bargaining may be cited or quoted.

A period of exclusive representation may be stated. Some examples are: (1) for the duration of the contract; (2) for the duration of the contract and "X" number of additional months if no contract has been bargained by the expiration date.

Recognition statements frequently include the classes of persons included in the bargaining unit. Some contracts list both the unit inclusions (i.e. full-time faculty) and the exclusions (i.e., Deans, Directors) in a separate section.

A number of contracts include a statement indicating that the Board may not negotiate with any other faculty representative agent for the duration of the contract, in addition to the statement of exclusive representation.

Often recognition statements will list areas for negotiations, such as hours, wages working conditions and grievance settlement.

Some contracts expressly permit the individual faculty member to contact the President or Board of Trustees to consider the problems of any individual or group. However, the results of such meetings may not violate the terms of the Agreement.

Some contracts state that exclusive representation is granted only to the extent required by law and only for the life of the Agreement.

Recognition statements also may state that nothing contained in the Agreement shall be construed to deny or restrict to any faculty member or the Board any rights either may have under law. The rights granted in the Agreement are in addition to those provided elsewhere.

While bargaining unit membership may be covered elsewhere, a statement in the recognition section may indicate that the bargaining unit agrees to maintain its eligibility to represent all faculty members by continuing to admit persons to membership without discrimination and to represent all employees equally regardless of membership in any employee organization.

It is not common but a recognition statement may indicate that Board and the bargaining unit both have the right to invoke the assistance of the State Labor Mediator Board or a mediator from such public agency, or an arbitrator.

The Board may not seek the services of part-time faculty for reducing the number of the professional staff by replacing full-time teachers.

The Board will not refer to any other group and problem for any purpose which is properly the subject of negotiations.

No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with the bargaining unit.

Boards may not bargain with bargaining unit members individually.

On occasion a faculty senate is recognized as the exclusive faculty bargaining unit.

To challange the right of recognition usually involves the following steps: (1) an organization challanging the duly recognized bargaining unit must petition the Board for a representative election; (2) such petition must be supported by at least 30% of the bargaining unit members; (3) the support must be authenticated by a neutral party; (4) upon authentication an election shall take place in not less than one month nor more than 3 months; (5) the ballot may permit voting for (a) the present representative, (b) a different representative or (c) no representation; (6) if no majority vote is obtained, a run-off election between the two highest votes will be conducted; (7) the election(s) shall be conducted by an agreed upon third party; (8) who pays the costs, and (9) a limitation on when the election may be held (not prior to April 15 not later than 60 days prior to the termination of the current agreement.)

RELEASED TIME

Reasons for released time include program development, program evaluation, student activities related to the department or college, and extra-curricular activities of an academic nature.

The faculty member and the chairman jointly determine the amount of released time. If they cannot mutually agree, the chairman's decision is sent to the Dean for final approval.

Formula: 1 hour of classroom released time equals 2 hours of approved activity time or 1 hour of student conference time.

REOPENING NEGOTIATIONS

Almost always reopening of a contract is at the request of one party and the consent of the other party. Notice of intent to reopen negotiations sometimes must be by registered letter but most often the means is not stated.

Some contracts prohibit contract modifications during the life of the contract.

Modifications and/or amendments are not final or operative until ratified by both parties.

Failure to reach agreement on any proposed modification or amendment postpones consideration of the modification or amendment until the next negotiation period.

Reopening negotiations during the life of a contract for the purpose of considering modifications or amendments shall not interfere with or circumvent grievance procedures.

Salary is the major reason for reopening contracts.

All modifications or amendments shall be reduced to writing and adopted by the Board and the bargaining unit.

The parties to the contract shall enter into negotiations (no later than October 15 of each year; within 30 days/180 days of the anniversary date of the contract).

RESIGNATIONS

Faculty members will submit their intention to resign to the President (by April 1; at least 60 days prior to the end of the second semester).

Actual resignations must be submitted to the President in writing (not later than May 1; at least 30 days prior to the end of the second semester).

Resignations may be accepted at any time by mutual consent of the individual and the Board.

RETIREMENT

Faculty member selects one retirement system when more than one is available. Usually choice of state retirement system or TIAA/CREF. In some cases all available retirement plans are available to the employee.

Employees may be required to participate in TIAA after "X" number of years of employment and the attainment of "X" number of years age if they are exempt from the state retirement system.

After 15 years of continuous service the employee may retain 50% of medical benefits in retirement.

Contracts tend to specify the age for retirement, or the number of years of service for retirement.

There may be a provision for social security in addition to the retirement system choosen.

Services may be extended on a year to year basis upon approval of the administration and the Board.

In some cases unused sick leave may be converted into cash payment.

Full-time faculty are eligible to join TIAA/CREF after a one year waiting period.

College contribution varies up to 2 times faculty member's contributions, but not more than 10% of faculty member's annual salary for any one year.

TIAA/CREF retirement funds fully vested with the employee immediately.

Retirement may be mandatory with the academic year following obtaining age 65, unless changed by mutual consent.

The institution may be required to support the following changes in law: (1) right to participate in alternative retirement plans; (2) instant vesting of service credit; (3) elimination of sex discrimination in survivor and other benefits; (4) adequate medical coverage for retired faculty; (5) right to withdraw total personal contribution at current interest rates when leaving the system; (6) declining term death benefits for active and retired faculty; and (7) reduction of the normal retirement age from 65 to 60.

RETRENCHMENT

Retrenchment differs from dismissal because dismissal may imply a host of negative factors about the faculty member.

Retrenchment may result because of financial reasons, program curtailment or a decrease in student enrollment.

Faculty to be released are to come from the same or similar position in the unit in which retrenchment is to occur.

Part-time faculty are terminated before full-time employees. Non-tenured employees are terminated before tenured faculty members. Temporary employees are terminated before continuing appointment employees.

If the employee doesn't return to work at specified time, the Board has no further obligations to him under the faculty member was ill or injured.

Seniority rights and rank shall prevail among full-time employees being terminated.

A faculty member may not be terminated during the academic year, once it begins.

Not less than (2,3) months advance notice must be given preceeding the appointment year.

Persons terminated for retrenchment reasons have first return rights, and will be notified of any openings for which they are qualified for a period of (2,3) years. No obligation to rehire after 3 years.

The Board, upon recommendation of the President, and after consultation and recommendation of the bargaining unit, may reduce the number of faculty in the appropriate disciplines by placing them on involuntary no-pay leave after the expiration of their current contract.

When rehiring faculty places on involuntary leave for retrenchment purposes, they shall be re-employed by disciplines in inverse order of placement on involuntary leave.

Re-employment shall not result in loss of status or credit of previous years of service.

Retrenched faculty, unless he accepts employment elsewhere, retains all insurance benefits at university expense for a period of 1 year.

In determining seniority, authorized leaves shall not count against years of continuous service.

No new appointments shall be made if qualified faculty on involuntary leave of absence are available unless such person(s) fail to accept reappointment within "X" days of notification.

Notice of retrenchment must be at least 60 days before the end of the academic year by certified letter.

Tenured faculty may not be retrenched solely because of a decline in student enrollment unless there is a cumulative student decline of at least 10% below (a base figure). For example, "X" number of students enrolled in the institution.

A tenured faculty member notified of loss of employment because of retrenchment may be granted a sabbatical leave without regard to years of service, years of last sabbatical or further commitment to the institution. Such sabbaticals will be granted before any other types of sabbaticals are granted.

Department chairmen are to make every effort to relocate retrenched faculty.

Factors to be used in retrenchment: (1) consistently declining student credit hour production; (2) academically sound student faculty ratios; (3) state of the development of the department; (4) balance between academic and non-academic personnel; (5) possibilities of enrollment trend reversals; (6) necessity of some disciplines and programs to be other than self-supporting; and (7) normal attrition.

Voluntary layoffs are requested before forced retrenchment.

Evening and summer sessions are excluded from general retrenchment.

Staff retraining where staff reduction is effected by program modification or deletion affecting a particular department includes: (1) a written request must be made within 30 days; (2) up to three semesters of retraining time is permitted; (3) Board must accept all retrained teachers without loss of rank, salary or institutional seniority; (4) a right to return to the lost position, if reopened, without loss of seniority.

Tenured retrenched faculty receive severance pay (up to 12 months).

No new faculty member may be appointed while there are available faculty members on the layoff list qualified to fill the vacancy and provided the faculty member reports to his assignment within 15 days, unless otherwise mutually agreed.

Reemployment shall reinstate all credits and benefits to the faculty member pursuant to the Agreement in effect at the time of reemployment.

Bumping shall be permitted if the faculty member is assigned to a discipline where layoff must occur and if said faculty member is qualified to teach in another discipline or department.

Example:

The Board may, upon giving ninety (90) days written notice prior to the end of the academic year, without hearing, terminate the services of any faculty member because of necessary reduction in personnel, provided there is consultation with the _____ prior to the decision to make any such reductions, and provided that the reductions shall be accomplished according to the following provisions:

The Board shall determine the areas in which reductions shall be made and such reductions shall then be accomplished in the following order: parti-time faculty, probationary faculty, year-to-year contract faculty, and lastly continuing contract faculty members. Retention of full-time faculty members shall be determined by using the criteria of seniority in the institution, in the division, and in specified areas within the division (not necessarily in that order of priority.)

Released faculty members shall be placed on leave of absence with no obligation to rehire after the expiration of three (3) years. Each faculty member placed on leave of absence as aforementioned shall be reinstated in inverse order of his placement on leave of absence for a vacancy for which he is qualified.

The Board shall notify qualified faculty members on leave of absence of subsequent vacancies by certified mail to the last address registered by the faculty member at the Vice President's office. No new appointments, except on a temporary basis, shall be made within thirty (30) days from the mailing of such notification. No appointment of new faculty members shall be made until all those on leave of absence qualified for the vacancy have been given an opportunity to be re-employed. If a faculty member does not return to work at the specified time the Board shall have no further employment obligation to him, except that when a faculty member who has given notice of his intent to return is prevented from so doing due to illness or other emergencies, his leave shall be extended for a period not to exceed one (1) year.

Upon return such faculty member shall retain all credits toward sabbatical leave, sick and emergency leave and experience for salary purpose during lay off, provided that college or university teaching and counseling experience gained during lay off shall be evaluated for salary purposes upon re-employment.

SABBATICAL LEAVE

A number of institutions use a quota on the percentage of the total number of faculty covered by the Agreement in any one year eligible:

For example, two percent of faculty; one leave for every twenty-five faculty. Other institutions make all tenured faculty eligible after the passage of a minimum number of years. Still others say that the number of leaves during any one year is at the discretion of the Board.

Rationale for sabbatical leave policy include: (1) increases person's value to the institution; (2) prior successful service; (3) length of service at the institution.

Sabbaticals are available to full-time and 3/4 time faculty after 10 semesters.

Types of sabbaticals include planned study, planned travel related to planned study, research, formal education, writing and restoration of health.

Rate of compensation during sabbatical leave is one-half year at full salary or one year at half salary.

Eligibility is usually six or seven years of conservative service within the institution. May become re-eligible every 6 years of continuous service.

During sabbatical leave employees generally may not accept fellowships, grants-in-aids, etc.

Application and approval processes are spelled out.

President has final authority to grant or deny leave.

Faculty member must file a detailed plan of study to be undertaken during sabbatical.

Sabbatical leave is terminated if sabbatical plan is discontinued. The employee must repay all funds.

The President is required to provide adequate substitute personnel for persons on sabbatical leave.

Sabbatical leave does not affect normal salary adjustments.

There frequently is a maximum age after which a sabbatical leave will not be granted.

Members on sabbatical leave retain all fringe benefits, tenure, retirement benefits, seniority rights and pirvileges of resident faculty except TIAA/CREF payments.

There is an obligation to return from sabbatical leave for at least one or two years or repay total sum of money paid during the sabbatical leave, including the costs of all fringe benefits, unless waived by the Board.

A closing date is stated after which no more applications for leave will be accepted. Often applicant must apply an academic year in advance.

A written report is required at the conclusion of the leave.

The minimum number of years between sabbaticals is six years.

Automatic reinstatement of faculty member at the termination of leave.

Sabbatical leave is available only for faculty with the rank of Assistant Professor or higher.

Selection of faculty for sabbatical leave may be by a faculty committee composed of faculty or faculty and administrators. The committee is the sole judge of the legitimacy of the reasons given for a sabbatical.

If a sabbatical leave request is denied, the faculty member must receive a written explanation from the President.

Employment during a sabbatical leave to increase one's income violates the intent of the policy.

Applicants are to be notified in writing of the Board's decision not later than (date) of the year preceding the leave.

If faculty member does not have his terminal degree the leave must be to pursue a program leading to the degree.

Faculty eligible but denied leave one year must receive primary consideration the next year.

If more than the maximum percent of the faculty are eligible, the order for granting leave will be in the order of their appointment.

If the faculty member takes a salary from an outside source during the sabbatical, that amount may be/will be deducted from his regular salary.

SAFETY

No faculty member shall be required to work under conditions that pose a threat to their safety, health or well-being.

SALARY

Contracts sometimes include a statement of salary schedule objectives: (1) to attract and keep quality faculty; (2) equal pay under similar circumstances and without discrimination; (3) improve competencies; and (4) flexibility, simplicity and ease of administration.

All employment notifications pertaining to salary conditions shall be consistent with the terms of the Agreement.

Payment for substituting for a colleague takes three different forms: (1) For non-illness reasons approved by the chairman, qualified faculty may substitute one for another without loss of compensation; (2) a faculty member requested by the administration to cover a class for a colleague away on official business is entitled to compensation at the part-time faculty rate; (3) a faculty member who regularly covers for an ill colleague is compensated in accord with part-time employee salary rates.

Merit pay provisions are fairly extensive and dwell on the following considerations: (1) both parties recognize salary differences based on individual qualifications, competence and effort. The evaluation of the faculty may conclude in differential awards or no awards of merit funds, (2) a procedure may be stated by which to award merit funds. Such a statement will spell out the persons with authority to make the distributions and perhaps the pro-rata shares by differences in faculty rank. In some cases merit funds are distributed by a Board-bargaining unit committee; in other cases a faculty committee conducts evaluations and awards merit payments.

Summer salary is a common provision: (1) summer session salary negotiations shall take place no later than April 1; (2) summer checks are forwarded to the faculty in self-addressed, stamped envelopes.

Pay increases are stated as either a percentage or a flat amount.

The administration frequently must furnish to the collective bargaining agent salary information on all full-time faculty.

There may be a provision for each faculty member to receive annual salary agreement by a fixed date.

Where the law permits, the administration may temporarily and for just cause use a faculty position for purposes other than teaching, provided there is prior consultation with the bargaining unit agent.

A faculty member who completes "X" number of years of service to the institution will be advanced one extra step on the salary schedule as a recognition of service to the institution.

Salary advances are sometimes permitted. A percentage of the salary for that period available for an advance may be indicated; or, the figure may be within a fixed number of dollars less than the total salary for that pay period. For example, an advance may be up to the full monthly salary less the fixed amount of $100.

Extra-duty salary, ranging from $460.00 to $1300.00, may be listed not only for athletic coaches, but administrators below the level of President.

Faculty on 12 month bi-weekly pay plans may, by written request, take their last 6 payments with their 20th payment.

The reopening of salary, negotiations during the life of a multiple year contract is not cause for reopening any other part of the Agreement.

Increments for promotion in rank may be stated by rank. (Asst. Prof. = $500; Assoc. Prof. = $750; Professor = $1250)

Special assignments may be compensated for by an agreement between the faculty member(s) and the President, subject to Board approval.

A faculty member may request payroll deductions such as medical insurance, tax sheltered annuity, professional dues, U.S. Saving's Bonds and insurance premiums.

Every 5 years of service a faculty member receives a longevity bonus--a percentage increased of his base salary.

Division chairman and department chairmen receive an annual stipend of ($500 - $1000) dollars above incremental raise to compensate for extra duties.

If an employee does not receive an annual increment by advancing to the next salary schedule step, he may resort to grievance procedures.

All applicants for employment are to receive a copy of the salary schedule, as will all faculty members.

There may be a procedure for faculty payment for cancelled classes due to a failure of adequate students to enroll.

There is a tendency for contracts to make fairly elaborate statements such as: Initial placement on the schedule (a) minimum requirements, (b) degrees held, (c) credit for experience; Minimum requirements for advancement (a) years of successful teaching, (b) advances in degrees held, (c) publications, (d) service; Movement from step to step; Faculty advancement committee (a) elected by bargaining unit, (b) distribution among college units, (c) term of office, (d) duties (1) develop advancement criteria, (2) develop appropriate instrument, (3) conduct evaluations, (4) make recommendations; Procedures if bargaining unit

member is denied salary advancement if not recommended by the committee (a) appeal decision to President, (b) interview by President, (c) concur with committee, notify faculty members in writing, (d) if disagree with Committee, President has the right to advance the faculty member.

All faculty may not fit a salary schedule and some special provision will be made to accommodate them.

Since many institutions do not require a doctorate, but recognize graduate course hours above the masters degree, they have some set of criteria to determine applicability of such graduate credits.

Salary schedules usually list along the left hand column the years of completed service, from zero to as many as 30. Academic ranks are listed across the top. The following provisions usually apply to schedules: (1) provision for rank equivalencies; (2) no salary lower than previous year; (3) movement down salary schedule, in the same rank, one year at a time; (4) detailed explanation for initial placement on schedule; (5) procedure for determining years of placement; (6) procedure for determining acceptable graduate credit; (7) provision for special degrees (MSW, MFA, MBAM JD, LLB, BD).

SEARCH COMMITTEE

The bargaining unit is entitled to "X" members on Presidential and Academic Dean search committees.

Search committee obtains list of potential applicants, screens applicants, interviews applicants, and recommends candidates to the President.

Student Government Associations are more frequently represented on major administrator search committees.

SENATE RIGHTS

To use College facilities for meetings held at reasonable hours, subject to the governing rules and regulations.

To the use of bulletin boards, faculty office areas and established communication media for official senate business.

To official institutional public information on request to the President.

To appear on the Board agenda on written request to the President.

To review and advise the Board regarding policies and procedures.

To increase the faculty to administrator ratio of the Senate.

To elect the Senate's presiding officer.

Faculty committees have their "charges" redefined so as not to conflict with the bargaining process.

SENIORITY

Seniority is based on the beginning date of continuous full-time employment.

A seniority list shall be published and distributed annually to all faculty members.

SICK LEAVE

Rate of accrual of sick leave varies, such as (1) one or two days per month of contract service, (2) five days per quarter or (3) one calendar month for each year of service up to six months.

The maximum number of days accumulates from zero to unlimited. The norm is between 12 to 150 days, but usually with a maximum of 15 that may be accumulated during any one year.

Eligibility to accure sick leave frequently limited to being on full-pay status at least 50 percent of the working days of the calendar month.

Reasons for granting sick leave include personal sickness or injury, serious sickness or injury in the immediate family, quarantine regulations or medical/dental visits.

A limit of from 1 to 5 days may be placed on sick leave taken for each family illness or accident.

Pregnancy is not a reason for sick leave.

Widely varying procedures for notifying department head are spelled out, but the central theme is to designate the time, proofs (if any) and the reasons. Verification and proof of illness may be required as a designated authority may deem necessary. Failure to provide such proof may result in loss of pay.

The institution maintains and makes available sick leave records.

Full pay during sick leave.

No leave time is earned during summer sessions unless the faculty member is on a full-time appointment.

Extended may be authorized by the Board: six months at full pay; six months at 1/2 pay; one year at no pay.

Sick leave does not accrue while on sabbatical leave.

Absences of less than 1/2 day are not chargeable to sick leave, with some contracts stating that illness arising during the day will not be charged to sick leave.

Disciplinary action may be taken for the abuse of sick leave.

A physician's statement is required if a full-time faculty member works part-time while recovering from illness or accident. Limitations are made on the number of months for full-time employees to work part-time after sickness (3-6). Full-time employees working part-time after an illness may have their salary pro rated.

When sick leave benefits are exhausted and the employee is unable to resume work, leave may be extended, but for a specified time period, usually not to exceed one year. Some institutions pay salary during this period, others do not.

Temporary employees are not eligible for sick leave. Part-time faculty receive pro rate benefits.

There usually is a limitation on the number of sick leave days transferrable from previous educational institution. The agency may be a college, public school or other state agency.

Sick leave may be used before accumulated vacation time.

Unearned sick leave used before it is earned will be deducted from pay in case of employment termination.

Persons on sick leave cannot contribute toward salary of the substitute teaching during their absence.

College-appointed physician must consent before the faculty member may return from extended sick leave.

All new employees obtain from 5 to 10 days of sick leave immediately.

Faculty members receive an annual accounting of their sick leave.

At retirement after 20 years of service a faculty member may receive a cash settlement equal to 20 percent of the unused sick leave.

The amount of money received from other forms of compensation related to sickness or injury shall be deducted from sick leave pay.

Accumulated sick leave shall not be compensable upon termination or retirement.

Approved leaves are not a cause for diminished accumulative leave.

Sick leave must be approved by the appropriate Dean. Disputes are arbitrated by the President.

Examples of sick leave statements for special purposes:

Sick Leave Bank. "A sick leave bank is established for use by bargaining unit members in their fifth (5th) year or less. Two (2) sick leave days shall be deducted from the grant of sick leave granted to bargaining unit members in their fifth (5th) year of service or less. If any of these bargaining unit members should exhaust their grant of sick leave, he may draw pursuant to rules for allocation developed by the sick leave committee from the sick-leave bank sick-leave days and use them as though they were his own sick-leave days.

A sick-leave committee is established for the purpose of developing rules for the use of the sick-leave bank and rules for allocating the right to withdraw sick-leave days from the sick-leave bank. This committee shall be composed of two (2) members appointed by the District and two (2) members appointed by the Provost."

Involuntary sick leave. "A teacher may be requested to take involuntary leave when in the opinion of the College the teacher is no longer able physically and/or mentally to discharge his duties in a competent manner. In cases of leaves of absence for physical or mental disability, whether such leave was taken on a voluntary or involuntary basis, the College may require a physical or psychiatric examination by a physician in accordance with the provisions of Article IX, Section 3, of the Agreement. If, following such examination, it is determined that the teacher is able to resume his duties, the College shall notify the teacher to return to work on a certain date. If the teacher does not return on such date, the College shall no longer have any employment obligation to such teacher."

SOCIAL SECURITY

All employees are covered by mandatory Federal Social Security and, at age 65, medicare.

The institution matches the required employee contribution.

(Social Security is an infrequently mentioned item.)

STAFF REDUCTION

(See RETRENCHMENT)

STATEMENT OF INTENT

Unlimited right and opportunity to make demand proposals with respect to all mandatory subjects of collective negotiation.

Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms.

All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement.

Enforcement of this Agreement is the joint responsibility of the Board and the bargaining unit. Should any dispute arise as to the proper interpretation or application of any provision(s) of this Agreement, representatives of the Board and the bargaining unit shall meet and confer in good faith to resolve differences.

Any misapplications of the provision of this Agreement shall be considered a violation of the Agreement.

Bargain collectively with respect to hours, wages, and terms and conditions of employment.

It is a basic principal that the Trustees and certified staff have a common and sympathetic interest in the program of the school and of the students and in maintaining and improving relationships among the Trustees, administration, the faculty and public.

Areas of negotiation: hiring, promoting, determining rank, firing, suspending or otherwise disciplining employees, determining curriculum, determining admissions of students, laying off of employees, scheduling work, conferring tenure, reorganizing the college--faculty members shall continue to be involved and participate in the determination of these matters.

STUDENT ASSISTANTS

No students are allowed to teach a course unless supervised by a full-time faculty member.

STUDENT LOAD

Full-time students are required to take the following class loads: (1) Freshman 4 courses per semester; (2) all other students 5 courses per semester; (3) all divisions normally will require 38 courses for graduation; (4) all courses count as 3 hours and (5) labs count as 4 hours.

STUDENT RIGHTS AND FREEDOM

To elect a limited number of undergraduate students to serve on the bargaining committee to represent students on bargaining issues.

To participate in all discussions between the bargaining unit and the Board.

To the caucus privilege.

To conduct a student referendum to decide whether or not to participate in those contract items specifically referring to students.

However:

They shall not have the right to prevent the bargaining unit and the Board from reaching a final collective bargaining contract.

They shall not enter into any private agreements with the bargaining unit and/or Board with respect to any matter being negotiated by the bargaining unit and the Board.

SUBSTITUTE TEACHING

One faculty member may not be required to substitute for another faculty member.

Substitute reinbursement starts only after (5-10) number of consecutive calendar days.

Reimbursement for faculty who substitute for another faculty member is at their regular hourly part-time salary rate.

An absence is the failure of a faculty member to meet a scheduled assignment. Absences are to be reported promptly to the appropriate Dean.

One-half day of absence is charged if the faculty member meets only 1/2 or less of the day's assignment.

Department chairman is responsible for providing a qualified substitute, when given advance notice.

Part-time faculty are responsible for providing qualified replacements. If he can not, the department chairman shall.

SUMMER SCHOOL

Full-time faculty are given first priority to teach summer and evening courses within their assigned discipline, but assignments shall be voluntary.

Compensation is at the rate of "X" dollars per hour of class.

No faculty member may carry more than two summer courses or evening sessions.

Summer sessions are available on the basis of student demand for specific courses or overall instructional program of the college.

Full-time faculty who regularly teach a course have first priority.

Summer assignments are on a rotation basis to ensure equal employment opportunity.

Employment of non-teaching faculty beyond the academic year shall be determined by the respective Dean, with compensation at an agreed upon rate. Non-teaching faculty shall be employed as required.

Faculty affected by summer schedules: Registrar, Director of Admissions, Director of Financial Aides, Coordinator of College Union, Counselors, Librarians, A-V Coordinators, technicians and Director of Records.

No faculty member is under any obligation to accept a summer teaching assignment.

Summer school contracts shall be offered on or about _____.

SUPERCEDES

Any previously adopted policy, rule or regulation of the College which is in conflict with the Agreement shall be superceded and replaced by the applicable provision(s) contained herein. Any previously adopted policy or practice of the college granting benefits, rights and/or privileges to faculty in the bargaining unit not contained in this Agreement are declared null and void.

Any provision of the Agreement found contrary to law may become legal during the life of the contract shall take effect immediately upon enactment of such legislation.

If any legislation occurs during the life of the contract that precludes funding any Agreement provision, the Board obligation is suspended.

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Any provision of the Agreement found contrary to law may become legal during the life of the contract shall take effect immediately upon enactment of such legislation.

If any legislation occurs during the life of the contract that precludes funding any Agreement provision, the Board obligation is suspended.

TAX SHELTERED ANNUITY

A tax shelter annuity program shall be available for purchase by faculty members through payroll deductions.

The Board will approve tax sheltered annuities with acceptable companies and will handle the necessary bookkeeping for the program. Staff members interested in this benefit should contact the dean of business services for additional information. Tax sheltered programs must be 100% tax sheltered and are not to include non-tax sheltered insurance as a part of the program.

Where specific tax shelter plans are included in a contract, the statement usually includes: (1) The exact title of the plan; (2) The exact sections, if less than the full plan; (3) Who is eligible for the plan; (4) When eligibility begins; (5) Whether or not an annuity plan (e.g., TIAA) is transferrable; (6) Whether or not joining the plan is mandatory; (7) The percentage of the employee's base salary contribution; (8) Board does not contribute if faculty member does not contribute; and (9) Board need contribute only to one program.

TEACHING ASSISTANTS

College shall provide funds to hire teaching assistants, who are selected by the instructors. They assist faculty carrying excess hours or student load. The faculty must submit written requests for teaching assistants, stating reasons and teaching assistant responsibilities, which include checking assignments, audio-visual preparations and lecture demonstrations.

TEACHING CONDITIONS

The organization of the institution should be centered around the teaching objective.

The Board agrees to provide facilities and services in order to support the teaching objective: typing, duplicating, stencil, mimeograph, secretary to help prepare instructional materials, work-study students for clerical duties and assist instructors, telephone facilities available to instructors, adequate parking separate from student parking, and an equiped faculty lounge.

TEACHING LOAD

Maximum number of credit hours per term/per year varies from 3 to 5 courses per semester.

Ratio of laboratory clock hours to a semester credit hour stated. Laboratory hours may count more or less than lecture hours--up to .5 more or .25 less, unless a load is all laboratory that excludes preparation and grading examinations, in which case 21 contact hours equal the normal 12 contact hour load. Thesis advising may equal .3 contact hour per semester.

Number of hours that must pass between the end of one class and the beginning of the next varies from 1 to 3.

The elapsed time from the beginning of one class to the conclusion of the last on any given day must not exceed (7-10) hours.

Designation may be made as to whom is responsible for assigning workload, such as a Dean or department chairman. Faculty requests are to be taken into account.

One contact hour equals 50 clock minutes.

Teaching load for full-time counselors is 30 hours per week; for 10 month full-time faculty 36 credit hours and for English composition and literature sections, 30 credit hours.

Contact hours may exclude work and equipment preparation, tests and examinations, grading, student evaluations, scheduled office hours, student advising other than thesis, research, scheduled college functions and publishing.

Every administrative effort will be made to assign each faculty member an "X" hour contact load each semester.

An instructor required to teach on Saturday must have the following Monday off.

A faculty member hired exclusively for evening teaching has first chance at the next appropriate day-time opening.

No faculty member shall be required to teach more than 7 hours per day 5 days per week.

No faculty member shall teach more than 4 hours after 10 p.m., and then not more than two days per week.

Faculty who teach multiple sections of massed lectures, without assistance, have a reduced number of contact hours.

When feasible, notify faculty at least two weeks before classes begin of their tentative teaching schedule. Final teaching schedules are subject to registration numbers.

After an evening assignment at least 12 hours must elapse before the beginning of the next scheduled class.

There shall be no more than 3 consecutive teaching classes, unless absolutely unaviodable, on a full-time teaching schedule.

There shall be no more than 3 different class preparation, unless absolutely unaviodable, on a full-time teaching schedule.

If more than 4 preparations (but not more than 5), the faculty member will be paid "X" dollars additional for each of the 4th and 5th preparations. The 5th preparation must be by mutual consent.

Faculty scheduled for fewer than the normal number of teaching assignments may be assigned additional obligations by mutual consent of the instructor and the Academic Dean.

In multiple year contracts teaching load sometimes may be re-negotiated, but such re-negotiation does not re-open other contract sections.

Any campus assignment in excess of (3-5) courses is an overload.

Some contracts indicate the dates by which faculty members must be notified of their next semester's teaching schedule.

Development, periodic review, and revision of conventional courses of instruction are a normal part of the professor's responsibilities within load.

Variables to be considered in assigning workload (class size, number of preparations, development of new courses, evening and off-campus classes, extra-curricular assignments, academic advisory load, types of classes, actual number of contact hours, type of class presentation--lecture, recitation, laboratory, night classes equal 1.25 day class per contact hour, comparative difficulty of courses, budget limitations, personnel limits, and emergency conditions.)

A faculty council may be created to review faculty load assignments and request adjustments.

Department chairman may receive a reduction in teaching load, stated as a certain number of contact hours or as a number of credit hours.

Evening, summer, Saturday teaching not required of faculty member if he can meet his load requirement otherwise.

Released time may be granted for research or curriculum development if requested by the faculty member and approved by the appropriate administrator(s).

Generally extra-curricular activities do not justify reductions in teaching load.

Assignment of specific courses depend on (field specified in contract, teaching experience in this field, degrees held, demonstrated competence, relevant work experience.)

Where extra work is available, it shall be listed and the list posted and routed.

Faculty wishing to request an assignment change must do so in writing not less than _____ days before the completion of the previous semester for which the request is made.

TEMPORARY - PART TIME

This class of employees are hired for fixed periods up to one year to replace faculty on various types of leave. No employment beyond term indicated in the contract. They do not accrue time or benefits.

TENURE

Minimum period of waiting varies from one to six years from the initial professional appointment.

Usually a faculty committee or council may be appointed to consider members who become eligible for tenure. Eligible faculty may be called upon to appear before the committee. A council's recommendations on tenure may be reversed by an appropriate administrator only on grounds of unusual or compelling reasons.

Faculty members eligible for but not granted tenure during the final probationary year must be informed in writing but not later than "X" date by the President of the reason for the action.

Some appointment ranks do not carry tenure possibility (such as Visiting Professor) and time in such ranks does not count toward tenure. In other ranks not carrying tenure, time in grade may count toward tenure.

Faculty members with tenure may not be terminated except for just cause.

Contracts may indicate by title the person responsible for notifying tenured faculty members who are eligible for tenure consideration, and when that notification shall take place.

A majority vote (secret ballot) of the tenured faculty may be required to nominate a person for tenure.

Some institutions require that competent "outside" evaluations be made of each faculty member eligible for tenure.

Questions of tenure are not subject to grievance procedures.

Board actions on tenure that are contrary to a probation committee's recommendations shall be immediately disclosed to all concerned parties, along with a statement of reasons.

The intent of tenure is to protect the concept of faculty employment rights and to provide faculty involvement in the protection of those rights.

A reference may be made to any law under which tenure provisions are granted.

Probation before tenure may not exceed 3 years. Tenure may be granted any time prior to the expiration of the probation period.

A faculty review committee established to make recommendations to the Board may collect data, advise probationary faculty, recommend tenure and recommend that tenure not be granted.

Tenured faculty appointed to an administrative position retains tenure as a faculty member.

Tenure is not transferrable from another institution.

Tenure should be granted only to persons with demonstrated teaching competence.

Granting of tenure may be delaying from the 3rd to the 5th year by mutual consent of the faculty member, department chairman and Dean.

Qualified non-teaching faculty may/mat not be tenured in an academic department. It may be stated that the status if tenure is not related to a specific position.

Tenure standards include demonstrated teaching ability, maintenance of high academic standards, evidence of continuing study and/or research, and service.

Some contracts state that tenure terminates at age 65, unless employment terminates earlier.

Some contracts call for automatic tenure when an appointment is to the associate professor or professor rank, while others indicate that rank and tenure are independent of each other.

Duly authorized leaves do not jeopardize tenure.

TERMINATION

Tenured faculty members may terminate employment at the conclusion of an appointment period by giving written notice to the President. A date is usually indicated, such as April 1, by which the notice should be given. Hardship cases or substantial professional advancement opportunities may result in a Presidential waiver. The Agreement

may indicate that a presidential decision is final in all waiver matters.

Written reasons must accompany termination notice.

Non-tenured faculty may be terminated automatically at the end of an appointment period if reappointment is not to occur.

At least one semester written notice, giving reasons, must be honored.

The faculty member is entitled to a conference with the President within 20 days of termination notice.

The institution must make every reasonable effort to help the instructor to understand his instructional problem and to devise a correction program.

A faculty committee may be convened to assist in the termination procedure.

If termination is for cause it must be based on (1) evaluations that show a consistent and clear inability to maintain satisfactory teaching performances in teaching, scholarship and services or (2) undesirable personal conduct.

If a faculty member is subject to termination, he may have the following rights: (1) the faculty member may bring in witnesses; (2) if not resolved by mutual consent, the President must notify the faculty member of the termination decision in writing; (3) time periods are set for each action and reaction (3 to 30 days); (4) an appeal is to an ad hoc tenured faculty committee by the bargaining unit member; (5) the faculty member and the administration each have two pre-emptory challenges; (6) one year advance notice; (7) if legal, to receive full pay during that year; (8) the administration may discontinue his service; (9) both parties may be represented by counsel; (10) they may require witnesses to be under oath; (11) they may cross-examine witness; and (12) may receive a record of the procedings.

If the appeal fails the faculty member may appeal the decision to arbitration, if the bargaining unit concurs.

TERMINATION OF AGREEMENT

Either party may terminate the Agreement by giving the other party a letter of intent to terminate. A date may be specified, such as not less than 10 days prior to the contract's anniversary date.

TERMS AND DEFINITIONS

Academic year: the inclusive dates from ____ to ____.

Administration: the President and other principal officers of the institution appointed by the Board from time to time, but excluding all individuals and positions specifically designated as part of the faculty bargaining unit.

Agreement: the contract negotiated between the faculty bargaining unit and the Board of Trustees.

Bargaining unit: the term is used as a surrogate for the official name of the faculty unit holding exclusive bargaining rights with a Board of Trustees.

Board: the complete title of the Board of Trustees, including the name of the institution.

Campus: any site of any single educational facility or property or any academic location of the institution.

College/University: collectively all the educational facilities or academic locations under the control of the Board of Trustees.

Complaint: an informal claim by an employee in the bargaining unit of improper, unfair, arbitrary or discriminatory treatment.

Department: any institutional or service unit composed of one or more faculty members.

Faculty: the members of the bargaining unit except where specifically otherwise indicated.

Grievance: a claim by (the bargaining unit/any party to the Agreement) that there has been an alleged violation, misinterpretation, misapplication, inequitable application, or nonapplication of any provision of the Agreement.

Retrenchment: any change of status of a full-time faculty member on continuing appointment to any status less than full-time status.

TEXTBOOK SELECTION

Faculty will recommend appropriate textbooks for their discipline to the (Academic Dean/Dean of Instruction). Final authority on selections rests with the Dean.

Faculty have the right and responsibility to select texts for their courses. Their judgment is final.

TRANSFER POLICY

Transfer shall be made only in the area of the faculty member's competence.

Faculty member's preference shall be honored whenever possible to the extent that these considerations do not conflict with the instructional requirements and the best interests of the college and students.

Forty-five day notice is required for involuntary transfer, except in emergency. All involuntary transfers are to be reviewed by Vice-President and faculty members will be given an opportunity to state their objections in writing.

Faculty members may apply for transfer in writing prior to (date).

Involuntary transfer or denial of request for transfer may be challenged through the grievance procedure solely on the grounds that the decision made was unreasonable.

Listing of vacancies for coming year is required.

Approval of transfer is by the Dean.

For permanent transfer the faculty member must be acceptable to the receiving department and the department to the faculty member. Tenure in the department may not be granted until at least 2 years after the transfer.

A joint appointment is a loan to another department with the home department retaining employment responsibility. Faculty loans are for one year periods.

TRAVEL

Those persons authorized to travel at institutional expense are listed by title.

Approved types of travel are stated, such as professional meetings and the performance of authorized duties.

The types of allowable expenses are stated.

Mileage reinbursement rates are stated.

No mileage reimbursement if an official car is available and the faculty member uses a private car.

A flat fee per fiscal year may be made rather than mileage reimbursement.

There may be a limit on the frequency of travel for which reimbursement will be made.

There likely will be an insurance prerequisite for official traveling.

Faculty are not required to transport students in private cars.

There may be instructions on the authorization of repair work to a vehicle.

The institution may agree to provide "X" number of dollars during the academic year for professional travel. For example, $100 time the number of full-time teaching faculty members.

TRAVEL INSURANCE

Coverage is while traveling on vacation, on approved leave, and on authorized institutional business on or away from the campus, to and from the campus, and to and from professional meetings.

Amounts range from $25,000 to $100,000.

Beneficiary is the instructor's immediate family or designated person.

TUITION REMISSION

Faculty:

Full-time bargaining unit members with at least 6 months continuous service may enroll tuition free in any campus course provided course attendance does not interfere with the employee's normal duties.

Family:

If they meet entrance requirements, and is space is available, full-time faculty spouses may take, tuition free, up to 6 credit hours per semester.

The costs of books, supplies and fees are borne by the student.

Acceptance into a course or degree program is contingent upon the ability of the student to complete the work successfully.

Dependents of full-time faculty with "X" years of service may attend the institution without tuition payment.

College faculty children may attend nursery school free.

VACATION

Professionals other than the faculty are entitled to 20 working days after 1 year of continuous service.

The vacation cycle is based on the college fiscal year.

There is a pro-rated vacation time for less than 1 full year of service, after 3 months of service.

WORK DAY

Except in unusual circumstances, no schedule will be over more than a 9 hour period, and then by mutual consent.

Instructors may be scheduled any time during this period as required.

7:00 a.m. to 10:30 p.m.

7:00 a.m. to 11:00 p.m.

8:00 a.m. to 10:00 p.m. M-T-W-Th and 4:00 p.m. Friday.

WORK LOAD

Summer session workload may not exceed 9 contact hours per summer.

Faculty will teach (4 courses per semester/12 hour per semester/14-18 contact hours per week).

Faculty who teach freshman courses must be available one hour a week for student conferences.

Supervision of student teachers will count every 10 students as a full-time course equivalent.

A faculty member may have 5 directed readings, internships or independent studies, or any combination thereof, per semester. An accumulation of 17 completed activities entitles the faculty member to a one course reduction during the following academic year, subject to the Academic Dean's approval.

There will be a reduction in load for faculty who teach multiple sections of massed lectures.

No more than (3-4) separate preparations during any semester. Exceptions are by faculty consent.

Aviation instructors will work not more than 9 courses and 9 preps per semester and 26 contact hours per week.

Workload article conditions may not interfere with matters of academic judgment.

Workload is defined as teaching, thesis, dissertation, seminars, research, advising, committee work, and institutional administered consultative or organizational activities both in and out of the institution that bring benefits to the institution.

Faculty must be on campus to fulfill workload.

Faculty-student ratio is not to exceed 1 to 18, on balance, although course to course it may vary.

Although a total number of credit hours may be fixed for the 4th years, the pattern of distribution will vary for faculty members to fit the needs of the department.

Department chairman maintains the master schedule for his department.

P. E. instructors shall not teach more than 12 courses and 9 preps per semester.

Division Directors receive a one course reduction per semester.

Any full-time faculty member advising more than 130 students will receive additional compensation.

Part-time faculty included in the bargaining unit will serve the equivalent of at least 2 but not more than 3 courses per semester.

Unless given compensatory time or extra compensation, 37 1/2 hours an academic year constitutes full-time employment.

Faculty members must meet all scheduled assignments unless by prior arrangement.

Courses may not be cancelled without approval.

If a faculty member teaches an evening class, no class the next day before 9:00 a.m. If the class is on Saturday, no class until the following Tuesday without the instructor's consent.

Faculty may be assigned supervisory and/or sponsorship duties.

Faculty may be assigned administrative responsibilities or curriculum/instruction duties beyond those associated with the normal teaching assignment.

WORKMEN'S COMPENSATION

All employees are covered in case of on-the-job accidents.

All accidents are to be reported immediately to the employee's supervisor.

An official form is to be completed and forwarded to a designated administrative office, such as Personnel.

WORK WEEK

The workweek is Monday through Friday even though some classes may be scheduled on Saturdays.

The workweek is a minimum of 30 hours per 5 day week on campus.

WORK YEAR

Full-time faculty with academic responsibilities extend from 1 week prior to the first class of the Fall term until Spring Commencement, excluding days in which classes are not scheduled.

Counselors will work 11 of the 12 months.

The calendar month is 38 weeks.

The full length of the faculty contract shall not exceed (35-41) weeks.

A summer session may, on rare occasions, be subsituted for a regular academic year session.

A contract may state the dates on which the academic year begins and ends.

The academic year shall be determined and distributed two years in advance.

TABLE 1

DATA BASE

	1971	1972	1973
Total Contracts Requested*	78	174	211
No Contract Negotiated	7	35	65
Negotiating contract	11	24	46
No Reply	14	25	6
Contracts Received	46	90	94
Multi year Contr. Cont. in Force**	0	11	37
Contracts used in Analysis	46	101	131
System contr. included analysis	3	6	7
Institutions covered in analysis	64	167	215
Faculty members covered in analysis	22428	58524	52113***
Contracts received after analysis	2	4	10 with 17908 faculty

* Every known institution that might have had a contract was contacted. The master list was made with the assistance of American Association of University Professors, American Federation of Teachers, National Educational Association and the Chronicle of Higher Education.

** These contracts were received in a previous year are valid for two or more years and are included in the data for all valid years.

*** The drop is due to the delay in negotiating a contract at CUNY.

TABLE 2

CONTRACT MANAGEMENT ITEMS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Items*	Univ.	Col	Comm Col	Total	CC as a Per cent of Total
Duration of Contract	12	21	98	131	75
Recognition of C. B. Agent	12	21	94	127	74
Statement of Intent	12	19	89	120	74
Conformity to Law	10	16	74	100	74
Reopening of Negotiations	9	15	56	80	70
Distribution of Agreements	2	3	49	54	91
Supercedes all Policies	5	7	28	40	70
Terms and Definitions	4	7	28	39	72
Amendment ot Contract	5	4	26	35	74
Procedure for C. B.	1	3	18	22	82
Mediation			8	8	100

* Items appearing in five or more 1973 contracts.

TABLE 3

GOVERNANCE ITEMS IN 1973 CONTRACTS*
BY INSTITUTIONAL LEVEL

Items	Univ.	Col.	Comm. Col.	Total	CC as a Per cent of Total
Personnel Policy	12	20	93	125	74
Grievance Procedure	11	20	89	120	74
Management Rights & Resp.	7	16	75	98	77
Personnel Evaluation	5	14	68	87	78
No Discrimination	9	12	57	78	73
Personnel Files	4	9	64	77	83
Procedure for Scheduling	6	11	58	75	77
Promotion Policy	6	14	50	70	71
Committees	4	9	54	67	81
Staff Reduction	4	12	50	66	76
Administrators Selection	5	10	36	51	71
*Pers., Pro., Promotion Dis.	2	3	44	49	90
*Pro. Stand. & Practices	1	1	46	48	96
*N. Course/N. Prog/Curr.	1	5	41	47	87
Seniority	5	8	33	46	72
Mainten. of Benefits,Rights	8	11	25	44	57
Transfer Policy	3	4	19	36	53
Faculty Governance	4	10	22	36	61
Fac. Hdbk/By Laws/Policies	1	5	25	31	81
Faculty Meetings	1	5	20	26	77
Administrators Duties	2	5	19	26	73
Administrator Salary	1	4	17	22	77
Disc. Action: Fac. Members	2	2	11	18	61
Fac. Mem. who Become Admin.		2	16	18	89
Proc. for Class Cancellation		4	12	16	75
*Tenure Review		3	11	14	79
*Evaluation		3	9	12	75
Administrator Removal	1	4	6	11	55
*Steering/Com. on Comm.		3	6	9	67
*Long Range Planning		1	8	9	89
Senate	2	2	5	9	55
Keys	1	3	4	8	50
Faculty Planning	1		6	7	86
*Student Affairs		1	6	7	86
*Academic		1	5	6	83
*Budget & Fiscal	1	2	3	6	50
*Calendar		1	5	6	83
*Facilities		1	5	6	83
Administrative Change		1	5	6	83
Pub, Dev. Rts, Copyw, Pat.			6	6	100

* Commitees were not separated by titles in previous years.

TABLE 4

ACADEMIC ITEMS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Item	Univ.	Col.	Comm. Col.	Total	CC as a Per cent Of Total
Workload	9	19	87	115	76
Teaching Load	8	17	83	108	77
Appointment	10	20	78	108	72
Reappointmen	9	20	78	107	72
Dismissal	10	18	71	99	72
Non-reappointment	8	18	72	98	73
Non-Teaching Resp.	7	18	70	95	74
Overload	3	11	75	89	84
Academic Freedom	6	14	68	88	77
Summer School	3	10	71	84	85
Class Size	5	12	59	76	78
Evening/Sat. Classes	5	8	59	72	82
Tenure	8	15	41	64	64
Office Hours	1	5	55	61	90
Faculty Rights	4	6	49	59	83
Preparations	2	9	46	57	81
Standards - Academic Rank	3	7	44	54	81
Work Year	1	9	38	48	79
Work Day	1	5	41	47	87
Faculty Responsibilities	4	7	34	45	76
Work Week	1	6	37	44	84
Professional Improvement	1	5	32	38	84
Temporary - Part time	1	6	21	28	75
Substitute Teachers	1	2	16	19	84
Short Courses	1	3	15	19	79
Course Development		2	15	17	88
Classroom environment		2	13	15	87
Innovations		2	12	14	86
Textbook Selection		1	13	14	93
Resignation		1	12	13	92
Code of Ethics		1	8	9	89
Complaints		1	7	8	88
Percentages - Academic Rank		1	6	7	86
Rank Equivilancies		2	4	6	67
Rank Study			6	6	100
Special Programs	1	1	3	5	60
Certification			5	5	100

TABLE 5

ECONOMIC BENEFITS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Item	Univ.	Col.	Comm. Col.	Total	CC as a Per cent Of Total
Salary/Schedule	9	18	87	114	76
Extra Duty Compensati	3	16	78	97	80
Travel	4	10	57	71	80
Retirement Program(s)	6	12	48	66	73
Faculty Tuition Remissi-n	5	7	30	42	71
Family Tuition Remission	4	9	24	37	65
Funds for Pro. Development	1	7	24	32	75
Pay Period	1	1	22	24	92
Cost of Phys. Exam.	5	2	14	21	67
Percentage Increases	3	5	9	17	53
Professional Awards/Merit Pay	6	3	5	14	36
Termination Pay	1	1	8	10	80
Cost of Living	1		7	8	88
Wage Price Freeze	1	3	4	7	57
Funds for Pro. Publications	1		5	6	83
Bank Deposit		2	4	6	67
Credit Union			6	6	100
College Finances Activities		2	3	5	60

TABLE 6

INSURANCE BENEFITS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Item	Univ.	Col.	Comm. Col.	Total	CC as a Per cent Of Total
Hospital/Surgical	7	20	82	109	72
Life	6	15	53	74	72
Major Medical	5	12	55	72	76
Disability	7	10	28	45	62
Liability	1	2	23	26	88
Workman's Compensation	2	7	15	25	6[illegible]
Tax Shelter	2	5	17	24	71
Accidental Health	1	4	11	16	69
Travel	2	1	12	15	80
Dental	1	1	11	13	85
Social Security	2	3	5	10	50
Income Protection		1	4	5	80
Drugs			5	5	100

TABLE 7

LEAVE BENEFITS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Item	Univ.	Col.	Comm. Col.	Total	CC as a Per cent Of Total
Sick	7	18	87	112	78
Sabbatical	8	17	80	105	76
Maternity	6	13	79	98	81
No Pay	6	15	68	89	76
Personal	1	9	58	68	85
Government	2	10	55	67	82
Bereavement		9	55	64	86
Court Required	2	7	53	62	85
Professional	3	6	51	60	85
Exchange Teaching		3	36	39	92
C. B. Organization	1	6	31	38	82
Annual	4	2	21	27	78
Emergency		2	14	16	88
Research	3	3	9	15	60
Special		2	10	12	83
Family Illness			12	12	100
Travel		2	7	9	78
Disability	2		7	9	78
Industrial			6	6	100
Graduation		1	4	5	80

TABLE 8

WORKING CONDITION ITEMS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Item	Univ.	Col.	Comm. Col.	Total	CC as a Per cent Of Total
Payroll Deduction	9	18	88	101	87
Calendar	4	5	62	71	87
No Strike	9	14	38	61	62
Job Postings	3	6	45	54	83
Faculty Office	4	6	34	44	77
Parking Facilities	3	5	29	37	78
Holidays	3	4	30	37	81
Individual Contracts	2	6	24	36	67
Clerical Assistance	2	4	24	31	77
No Lock-Out	5	9	14	28	50
Outside Employment	2	6	17	25	68
Faculty Lounge	1	3	21	25	84
Safety and Health	1	0	20	21	95
Faculty Dining Room	1	3	8	12	67
Medical Service Available	1	3	7	11	64
Academic Regalia			10	10	100
Bookstore		4	6	10	60
Assualt on Instructors		2	4	6	67

TABLE 9

BARGAINING AGENT RIGHTS ITEMS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Item	Univ.	Col.	Comm. Col.	Total	CC as a Per cent Of Total
C. B. Agent Rights	9	18	82	109	75
Bulletin Boards	7	14	57	78	73
Meeting Space	7	11	58	76	76
Campus Mail	6	12	49	67	73
Available Information	3	10	47	60	78
Right to Organize	3	8	43	54	80
Office Equipment Use	2	9	42	53	79
Reduced time for BU leaders	5	6	31	42	74
Office Space	6	6	26	38	68
Right to advise Board/Adm.	1	3	34	38	89
Agenda & minutes Board	2	5	27	34	79
Right to Represent Faculty	2	8	23	33	70
Fiscal records and Reports	2	2	28	32	88
Participation in Grievance	2	4	23	29	79
List of faculty/positions	4	4	21	29	72
Right to place items on Bd. Ag.	1	3	20	24	83
Attendance at Board Meetings		3	20	23	87
Use of telephone	2	3	12	17	71
Off-campus Act. by BU leader	2	1	9	12	75
Appoint to Committee	1	2	8	11	73
BU Liability			8	8	100
Right to meet new fac. members	1	1	6	8	75
Consultation on Forms			5	5	100
Right to wear Insigma			5	5	100

TABLE 10

APPENDIX ITEMS IN 1973 CONTRACTS
BY INSTITUTIONAL LEVEL

Item*	Univ.	Col.	Comm. Col.	Total	CC as a Per cent of Total
Salary Schedule (Faculty)	1	3	49	53	92
Academic Calendar	1	2	25	28	89
Academic Freedom		2	17	19	89
Extra Duty Pay	1	1	13	15	87
Greivance Forms			15	15	100
Faculty Contracts			12	12	100
Faculty Load Formula	1	0	9	10	90
Dues Check Off Form	1	2	5	8	63
Standards for Sal. Placement		1	6	7	86
Personnel Policies	1	0	6	7	86
Faculty on Tenure (list)	1	1	4	6	67
Salary Schedule (Admin.)	1	1	3	5	60
Fringe Benefit Schedule		1	4	5	80

* Items appearing in five or more 1973 contracts.

TABLE 11

CONTRACT MANAGEMENT ITEMS BY YEAR

Items*	1971	1972	1973
Duration on Contract	46	101	131
Recognition of C. B. Agent	45	101	127
Statement of Interest	46	101	120
Conformity to Law	41	87	100
Reopening of Negotiations	18	84	80
Distribution of Agreements	5	34	54
Supercedes all Policies			40
Terms and Definitions	12	35	39
Amendments to Contracts			35
Procedure for C. B.	1	12	22
Mediation			8

* Items appearing in five or more 1973 contracts.

TABLE 12

GOVERNANCE ITEMS BY YEAR*

Item	1971	1972	1973
Personnel Policy	39	81	125
Grievance Procedure	42	92	120
Management Rights & Respondibilities	31	79	98
Personnel Evaluation	26	76	87
No Discrimination	20	53	78
Personnel Files	36	60	77
Procedure of Scheduling	10	39	75
Promotion Policy	37	61	70
Committees	5	32	67
Staff Reduction	7	39	66
Administrators Selection	36	60	51
*Personnel, Professional, Promotion Dismissal			49
*Professional Standards and Practices	2	15	48
*New Courses/New Programs/Curriculum			47
Seniority		19	46
Maintenance of Benefits, Rights	4	28	44
Transfer Policy	13	39	36
Faculty Governance	11	27	36
Faculty Handbook/By Laws/Policies		19	31
Faculty Meetings	2	15	26
Administrators Duties		16	26
Administrator Salary		8	22
Disciplinary Action: Faculty Members	2	10	18
Faculty Members Who Become Administrators		10	18
Procedure for Class Cancellation		6	16
*Tenure Review			14
*Evaluation			12
Administrator Removal		1	11
*Steering/Com. on Comm.			9
*Long Range Planning			9
Senate			9
Keys			8
Faculty Planning			7
*Student Affairs			7
*Academic			6
*Budget & Fiscal	0	3	6
*Calendar			6
*Facilities			6
Administrative Change	2	4	6
Publication, Development Rights, Copyw., Pat.		10	6

* Committees were not separated by title in previous years.

TABLE 13

ACADEMIC ITEMS BY YEAR

Item	1971	1972	1973
Workload	41	90	115
Teaching Load	41	89	108
Appointment	36	101	108
Reappointment	36	101	107
Dismissal	32	80	99
Non-reappointment	32	80	98
Non-Teaching Responsibilities	33	86	95
Overload	12	67	89
Academic Freedom	28	67	88
Summer School	23	67	84
Class Size	26	43	76
Evening/Saturday Classes	23	67	72
Tenure	23	40	64
Office Hours		26	61
Faculty Rights	26	51	59
Preparations		31	57
Standards - Academic Rank	14	48	54
Work Year		20	48
Work Day		19	47
Faculty Responsibilities	16	45	45
Work Week		14	44
Professional Improvement		19	38
Temporary - Part time			28
Substitute Teachers		10	19
Short Courses		3	19
Course Development			17
Classroom Environment		23	15
Innovations		12	14
Textbook Selection			14
Resignation			13
Code of Ethics		5	9
Complaints			8
Percentages - Academic Rank	2	7	7
Rank Equivalencies		3	6
Rank Study		1	6
Special Programs		3	5
Certification		5	5

TABLE 14

ECONOMIC BENEFITS BY YEAR

Item	1971	1972	1973
Salary/Schedule	46	98	114
Extra Duty Compensation	24	48	97
Travel	20	38	71
Retirement Program(s)	24	53	66
Faculty Tuition Remission	19	42	42
Family Tuition Remission	10	30	37
Funds for Professional Development		19	32
Pay Period			24
Cost of Physical Examination	3	17	21
Percentage Increases	3	15	17
Professional Awards/Merit Pay	4	6	14
Termination Pay		6	10
Cost of Living	2	6	8
Wage Price Freeze		5	7
Funds for Professional Publications		3	6
Bank Deposit			6
Credit Union			6
College Financed Activities			5

TABLE 15

INSURANCE BENEFITS BY YEAR

Item	1971	1972	1973
Hospital/Surgical	27	79	109
Life	21	48	74
Major Medical	10	69	72
Disability	9	25	45
Liability	12	24	26
Workman's Compensation	7	16	25
Tax Shelter		19	24
Accidental Death	5	8	16
Travel		9	15
Dental	5	11	13
Social Security		3	10
Income Protection		8	5
Drugs		2	5

TABLE 16

LEAVE BENEFITS BY YEAR

Item	1971	1972	1973
Sick	37	88	112
Sabbatical	24	82	105
Maternity	29	68	98
No Pay	28	64	89
Personal	23	58	68
Government	23	52	67
Bereavement	13	46	64
Court Required	24	49	62
Professional	17	50	60
Exchange Teaching	13	23	39
C. B. Organization	13	21	38
Annual	3	13	27
Emergency	4	9	16
Research		2	15
Special	3	11	12
Family Illness			12
Travel			9
Disability			9
Industrial	4	5	6
Graduation		4	5

TABLE 17

WORKING CONDITION ITEMS BY YEAR

Item	1971	1972	1973
Payroll Deducation	20	57	101
Calendar	29	61	71
No Strike	21	51	61
Job Postings	10	41	54
Faculty Office		38	44
Parking Facilities	9	27	37
Holidays		22	37
Individual Contracts			36
Clerical Assistance	12	25	31
No Lock-out	10	20	28
Outside Employment	3	15	25
Faculty Lounge		20	25
Safety and Health	6	12	21
Faculty Dining Room		8	12
Medical Service Available		4	11
Academic Regalia		1	10
Bookstore			10
Assault on Instructors		1	6